

Great-West Retirement Services®

AGREEMENT FOR RECORDKEEPING AND COMMUNICATION SERVICES

§457(b) Deferred Compensation Plan

Group No. 88038-01

and

§3121 Plan

Group No. 88038-02

and

§401(a) Profit Sharing Plan

Group No. 88038-03

Great-West Retirement Services®

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Great-West Retirement Services®

AGREEMENT FOR RECORDKEEPING AND COMMUNICATION SERVICES

This Agreement for Recordkeeping and Communication Services (the "Agreement") is entered into by and between Great-West Life & Annuity Insurance Company ("Great-West"), located at 8515 East Orchard Road, Greenwood Village, CO 80111 ("Home Office"), and/or any successor, assign or affiliate, and the **County of Tulare** ("Plan Sponsor"), located at **221 S. Mooney Blvd, Room 101 E, Visalia, California 93291** with respect to the services to be provided by Great-West Retirement Services®, a unit of Great-West, to the 457(b) Deferred Compensation Plan ("457(b) Plan") group nos. 88038-01 and 88038-02, and the 401(a) Profit-Sharing Plan ("401(a) Plan") group no. 88038-03 (collectively, hereafter referred to as the "Plans" or "Plan").

WHEREAS, Plan Sponsor has established or adopted the 457 Plan for its eligible employees ("Participants") in accordance with Section 457 of the Internal Revenue Code of 1986, as amended ("Code") and all applicable federal regulations, state and/or municipal statutes, for the purpose of providing retirement plan benefits to employees; and

WHEREAS, prior to the Agreement service commencement for the 401(a) Plan, group no. 88038-03, Plan Sponsor will implement the adopted a 401(a) Plan for its Participants in accordance with Section 401(a) of the Code and all applicable federal regulations, state and/or municipal statutes, for the purpose of providing retirement plan benefits to Participants; and

WHEREAS, Plan Sponsor (or its designee) serves as the Plan Administrator and named fiduciary of the Plan; and

WHEREAS, Plan Sponsor has placed all 457 Plan assets into a trust, custodial account or annuity contract which meets the requirements of Section 457(g) of the Code, and will continue to meet such requirements for the duration of this Agreement; and

WHEREAS, Plan Sponsor will place all 401(a) Plan assets into a trust, custodial account or annuity contract which meets the requirements of Section 401(a) of the Code, and will continue to meet such requirements for the duration of this Agreement; and

WHEREAS, the parties agree that, on the Effective Date, this Agreement shall replace in its entirety the Service Provider Agreement ("Prior Agreement") between Great-West Life & Annuity Insurance Company and County of Tulare that was effective August 1, 2001 and amended thereafter; and

WHEREAS, Great-West has agreed to act in a non-fiduciary capacity as directed, nondiscretionary service provider, and Great-West will facilitate the performance of the services outlined in this Agreement as directed by Plan Sponsor in compliance with all applicable federal, state and local laws and regulations;

NOW, THEREFORE, the parties hereby agree as follows:

I. Recordkeeping Services Provided by Great-West under this Agreement

A. Participant Account Establishment

Great-West will establish Participant and related data on its recordkeeping system that includes, but is not limited to, indicative data (name, address, birth date, etc.). Great-West will provide assistance to coordinate the establishment of Participant contribution processing to its recordkeeping system.

B. Participant Account Information

A Participant account will consist of the following:

1. Participant indicative data, when received by Great-West in good order at its Home Office, as follows:

- a. Name
- b. Gender
- c. Social Security Number
- d. Mailing Address
- e. Telephone Number
- f. Date of Birth

g. Beneficiary Information. Plan Sponsor affirms that Great-West is and shall remain the sole recordkeeper for the Plan during the term of this Agreement. Plan Sponsor also affirms that the Plan allows web-initiated beneficiary designations. Plan Sponsor hereby instructs and authorizes Great-West to accept, maintain and file, without Plan Sponsor approval, beneficiary designation forms received by Great-West in good order and in a manner acceptable to Great-West. Upon request, Plan Sponsor agrees to provide Great-West with any and all beneficiary information filed with the Plan by the Participant prior to the effective date of this Agreement.

Plan Sponsor shall provide Great-West with instructions regarding any Plan requirements as to spousal consent for beneficiary designations. If there are any such requirements, Plan Sponsor instructs Great-West to rely on the marital status specified by the Participant on the beneficiary designation form and to obtain spousal consent, when applicable. If a beneficiary designation requires spousal consent, such designation may be made only via a paper form.

2. Current investment allocation for each investment option authorized by Plan Sponsor.
3. Current account balances of each Participant in each investment option authorized by Plan Sponsor.

C. Payroll Data Interchange

Plan Sponsor shall provide a full Payroll Data Interchange ("PDI") file with a listing of all participants, or at its discretion, all employees, and required information, for all Plans under this Agreement.

Great-West shall not disclose any PDI information received to a third party or use such information except for the sole purpose of providing services under this Agreement without prior written consent from Plan Sponsor.

D. Online Enrollment

For 457(b) Plan (group no. 88038-01) and 401(a) Plan (group No. 88038-03) only – Plan Sponsor hereby instructs Great-West to allow online enrollment and agrees to utilize the Plan Service Center ("PSC"), or other mutually agreed-to process, and provide the PDI file as requested from time to time. Once the PDI file is transmitted, Plan Sponsor instructs Great-West to issue a Personal Identification Number ("PIN") to every identified eligible employee allowing enrollment in the Plan through the website.

E. Investment Options

1. Authorized Investment Options

Plan Sponsor has selected the FutureFunds II package of fixed and variable annuity investment options issued by Great-West Life & Annuity Insurance Company, a number of mutual funds, collective trusts, and/or other eligible investments consisting initially of the investment options listed in the Authorized Investment Option, Exhibit A ("Authorized Investment Options").

Plan Sponsor may replace the Authorized Investment Options at any time, subject to the following:

- a. One replacement process may be made to the Authorized Investment Options per year with no additional cost;
- b. In any extraordinary situation where Plan Sponsor determines that replacements need to be made more frequently than once per year, such replacement process may be made with no additional charge.
- c. In all other situations where Plan Sponsor requests replacement of investment options more frequently than once per year, an additional fee may be assessed to Plan Sponsor as determined by Great-West.

Sixty (60) days advance written notice of the intent by either party to add or terminate an investment option is required. Great-West will cooperate with Plan Sponsor to terminate or add new investment options and Great-West will assist Plan Sponsor in appropriately notifying Participants of

any changes via Participant quarterly statements. Such replacement(s) in extraordinary situations will be made as soon as practicable, as agreed to by the parties. If any of the Authorized Investment Options are terminated in the future, and Plan Sponsor wishes to replace the terminated option(s), Plan Sponsor agrees to replace the terminated option(s) with an available fund from any fund company that currently has, or will enter into, a trading agreement with Great-West.

2. Designated Investment Options

Plan Sponsor initially designates the ***Manning & Napier Moderate CIT (group no. 88038-01)*** and ***Great-West Guaranteed Fixed Fund (group no. 88038-02)*** investment options ("Designated Investment Option") for amounts received from Participants, including contributions, transfers and direct rollovers, without complete allocation instructions. The Designated Investment Option shall remain in effect for amounts received from Participants, including contributions, transfers and direct rollovers, without complete allocation instructions until Plan Sponsor selects a new designated investment option. Once the Participant provides complete allocation instructions in good order to Great-West, future contributions will be invested pursuant to such instructions. However, funds deposited into the Designated Investment Option will remain invested therein until the Participant initiates transfer instructions.

3. Life Insurance

If at the time of conversion to Great-West, the Plan has existing life insurance policies, Plan Sponsor instructs Great-West to remit insurance premiums to the applicable life insurance provider(s). Plan Sponsor shall instruct Great-West as to the timing and manner of premium remittance and shall provide timely authorizations for any transaction with insurance provider(s). Great-West shall have no responsibility for any tax withholding or tax reporting for such life insurance premium payments.

Plan Sponsor acknowledges that Plan Sponsor is responsible to timely authorize and instruct the life insurance provider(s) to process all applicable life insurance policy surrenders and death benefits. If the life insurance provider distributes life insurance proceeds directly to the Participant or beneficiary, Great-West shall not be responsible for tax withholding and reporting. If the life insurance provider distributes life insurance proceeds to the Plan, Plan Sponsor instructs Great-West to allocate such proceeds to the before tax money type using the Participant's or beneficiary(ies)'s current investment allocations. In the event of distribution of such life insurance proceeds from the Participant's or beneficiary account under the Plan to a Participant or a beneficiary upon a distributable event, the Plan Sponsor instructs Great-West to provide tax withholding and reporting, if necessary, based upon information received from the life insurance provider and/or Plan Sponsor. Great-West shall not be responsible for the accuracy of the information received from third parties. Great-West shall not be

responsible for any tax withholding or reporting or a life insurance policy change of ownership.

Great-West shall provide the most recent cash value received from the life insurance provider of a Participant's life insurance policy on quarterly Participant statements.

In the event the Plan Sponsor chooses to purchase life insurance policies after conversion to Great-West, Great-West shall not be responsible for recordkeeping, administering, tax withholding or reporting for such new life insurance policies purchased.

F. Valuation of Participant Account Balances

Participant account balances held with respect to the Plan will be accounted for as follows:

1. Amounts that are not guaranteed as to principal or interest will be accounted for at their fair market value as of the close of each Business Day. The term "Business Day" is defined as any day, and only for as many hours as, the New York Stock Exchange is open.
2. Amounts receiving a guaranteed interest rate and a guarantee of principal will be accounted for at book value. Interest will be accounted for on a daily effective method.

G. Contributions, Transfers and Limitations

All parties agree that purchases and sales of securities at the direction of Plan Participants will be effected through GWFS Equities, Inc., a broker/dealer affiliate of Great-West. Instructions for the purchase, sale, exchange or transfer of shares on behalf of the Plan shall be transferred to GWFS Equities, Inc. for processing.

1. Contributions

Contributions sent directly online to Great-West's recordkeeping system (currently called the "Plan Service Center") and processed by 12:00 Midnight Mountain Time will be allocated effective the next Business Day (at that Business Day's unit value). If contributions are processed via the Plan Service Center after 12:00 Midnight Mountain Time, they will be effective the next Business Day thereafter. Funds must be sent via Automated Clearinghouse (ACH) within the Plan Service Center system functionality.

2. Transfers

Participant initiated transfers will be processed and effective the Business Day they are received at Great-West's Home Office, if received before the close of the New York Stock Exchange (typically 4:00 p.m. Eastern Time or such earlier time as may have to be implemented to comply with

any applicable future law, rule or regulation). If transfers are received at Great-West's Home Office after the close of the New York Stock Exchange, transfers will be processed and be effective the next Business Day (or such earlier time as may have to be implemented to comply with any applicable future law, rule or regulation).

3. Transfer Limitations

Plan Sponsor hereby acknowledges receipt of and agrees to adhere to the terms and conditions of the Market Timing and Excessive Trading Procedures attached to this Agreement as the Procedures for Complying with Fund Company Market Timing and Excessive Trading Policies Exhibit ("Exhibit E").

4. Equity Wash Provision

The Plan Sponsor directs Great-West to restrict Participant from directly transferring from the ***Great-West Guaranteed Portfolio Fund*** investment option to the ***Tucoemas Federal Credit Union*** investment option. Instead, all such Participant transfer requests from the ***Great-West Guaranteed Portfolio Fund*** investment option must first be transferred to any of the other Authorized Investment Options. Thereafter, that Participant will not be allowed to transfer any monies to the ***Great-West Guaranteed Portfolio Fund*** investment option until at least ninety (90) calendar days after the date the last transfer was processed by that Participant from the ***Great-West Guaranteed Portfolio Fund*** investment option.

H. Deferral Processing

For 457(b) Plan (group no. 88038-01) and 401(a) Plan (group No. 88038-03) only – Great-West will provide for deferral processing via the website. In order to provide this service, Plan Sponsor must utilize the Plan Service Center system, or other mutually agreed to process, and must provide for the initialization of all the Participant's deferral amounts. Participants may access the website to input the required payroll deferral amount/percentage information. In order to deduct the payroll deferral amount/percentage from the Participant's paycheck, Plan Sponsor agrees to upload the payroll deferral amounts into their payroll system and remit them electronically via Plan Service Center, or other mutually agreed to process.

I. Automated Voice Response System

Participants will have access to a toll free, automated voice response system to inquire or make applicable changes with respect to their account from a touch-tone telephone.

Inquiry services available from the automated voice response system will utilize share prices, unit values and account balances, which are as of the last calculated unit value/share price.

The recordkeeping system is available 24 hours a day, except for routine maintenance of the system, which when necessary generally takes place on Sunday between the hours of 12:01 a.m. Mountain Time and 12:01 p.m. Mountain Time. However, the recordkeeping system may be unavailable at other times if necessary for maintenance.

J. Internet Site

Participants will have access to a web site to inquire or make changes with respect to their account via the Internet.

The web site is available 24 hours a day, except for routine maintenance of the system, which when necessary generally takes place on Sunday between the hours of 12:01 a.m. Mountain Time and 12:01 p.m. Mountain Time. However, access to the web site may be limited or unavailable during periods of peak demand, market volatility, systems upgrades, and maintenance or for other reasons.

K. Client Service

Client service representatives will be available toll-free from Great-West's Home Office to answer Participant questions and process applicable transactions requested between the hours of 6:00 a.m. Pacific Time and 5:00 p.m. Pacific Time each Business Day.

L. Plan Sponsor Access to Recordkeeping System

Plan Sponsor may access online the recordkeeping system (currently called the "Plan Service Center") to inquire or make changes while administering the Plan.

Representative(s) will be made available to assist and train employees of Plan Sponsor in properly accessing and processing transactions on to the recordkeeping system as requested.

The recordkeeping system is available consistent with the availability of the automated voice response system.

M. Reporting

1. Participant Statements

Each Participant will receive a statement of his/her account summarizing all activity for the previous calendar quarter, including:

- a. Beginning and ending balances.
- b. All transactions processed during the quarter, including contributions.
- c. Interest or change in value.

- d. Fees/Charges (if applicable).
- e. Transfers and withdrawals for the quarter.

Participants will have the option to access such statements via the Electronic Filing Cabinet within the web site or continue to receive such statements via the mail. Participant statements will continue to be mailed for those Participants who do not specifically elect to access their statements via the web site. However, if a Participant elects to access his or her Participant statement via the web site, no future Participant statements will be mailed to that Participant. For those Participants who desire to change their election (from website to mail), future statements for those Participants will be mailed each quarter after the election change.

Such statements will be available on the website or mailed within twenty (20) Business Days of the end of each calendar quarter, or within ten (10) Business Days after receipt of information in good order from third party sources, whichever is later.

If Participant statements are to be mailed, statements will be mailed to each Participant's last known home address as provided by Plan Sponsor and/or prior recordkeeper.

Participants will also have access to their account activity via a voice response unit, KeyTalk[®], and the web site. Should notification of any errors on a Participant's statement be received at the home office within ninety (90) days after the statement date, Great-West will retroactively correct the error(s). However, should errors not be identified within ninety (90) days of the statement date or if the errors have been made by the Participant, Plan Sponsor or other third party, the error(s) will be corrected, but not made effective retroactively.

2. Employer Reporting

a. Employer Plan Summary

Plan Sponsor will receive an Employer Plan Summary Report summarizing plan level assets and Participant account balances no later than thirty (30) Business Days after each calendar quarter end, or within ten (10) Business Days after receipt of information in good order from third party sources, whichever is later. The following plan information is outlined in the report:

- 1) Account summary—a summarization of plan transactions and assets.
- 2) Summarization of contributions processed.
- 3) Withdrawals.

- 4) Annuities purchased, if applicable.
- 5) Periodic payments.
- 6) Investment option grand totals—summarizes both dollars and units/shares and plan activity.
- 7) Investment option totals by money type—summarizes both dollars and units/shares and money type activity.
- 8) Participant summary—report of account activity for each Participant.

b. Annual Plan Review

Plan Sponsor will receive an Annual Plan Review including the following information:

- 1) Review of enrollment efforts.
- 2) Asset allocation information/contribution distributions (investment options and fixed/variable split).
- 3) Voice response usage and enhancements.
- 4) Benefit payments.
- 5) Direct online system access - current services and available services.
- 6) Legislative updates.

- c. Great-West has contracted with Advised Assets Group, LLC ("AAG"), a registered investment advisor and a wholly owned subsidiary of Great-West Life & Annuity Insurance Company, to provide this service to Great-West. AAG does not act as a fiduciary in the issuance of this report.

N. Regulatory Updates

Great-West agrees to periodically make information available concerning federal legislative activity of which Great-West is aware which may affect the Plan and related funding contracts. Such information, however, does not constitute legal or tax advice regarding the legal sufficiency of the Plan.

O. Benefits, Tax Withholding and Reporting

Upon receipt of complete payment instructions from Plan Sponsor by Great-West at its Home Office, benefit payments to Participants and beneficiaries will be made within two (2) Business Days. For the purposes of this Agreement, "complete payment instructions" means that all of the requested information on

the Participant benefit request form, whether via paper form or the web site to-do list, has been completed along with the required signature(s)/authorizations and Great-West has completed its review of the claim in accordance with applicable sections of this Agreement. The benefit payments with respect to each Participant account will be made, tax withheld and the tax reporting reported as follows:

1. A record will be maintained of any distribution from the Plan made with respect to the Participant and the reason for the distribution.
2. Appropriate federal and state income tax withholding and tax reporting that is applicable at the time of the distribution will be performed and sent to the Participant or beneficiary for each benefit payment from the Plan with respect to the Participant or beneficiary.
3. The income tax withholding will be forwarded to the Internal Revenue Service and other appropriate state entities and will be completed by the applicable due dates.
4. Information will be provided to the Internal Revenue Service annually showing an accounting of all Participants who have received distributions during the previous calendar year.

If the Participant makes more than two voluntary changes to the frequency or amount of their benefit payments in any calendar year, Great-West reserves the right to charge the amount listed in the Fees section of this Agreement for each subsequent change. A change in amount due to a pre-programmed periodic payment, or a change necessitated by regulatory limits or requirements is not counted as a voluntary change. At the present time, this fee is not being imposed. However, Great-West reserves the right to impose this fee, with advance notice, if voluntary benefit payment changes become excessive in the opinion of Great-West.

P. Unforeseeable Emergencies

For 457(b) Plan (group no. 88038-01 only) – Plan Sponsor agrees to provide up-to-date vesting, if applicable, and address information on all Participants in the Plan with each payroll remittance (the PDI) and agrees to retain Great-West to perform deferral processing services pursuant to the previous section (Section I.H). Plan Sponsor instructs Great-West to process, without Plan Sponsor signature, all Unforeseeable Emergency Requests ("Requests") received in good order, and in a manner satisfactory to Great-West, due to an unforeseeable emergency as described below resulting in a severe financial hardship to the Participant or Beneficiary that cannot be alleviated by any other means available to the Participant. Plan Sponsor further instructs Great-West to rely on any and all representations made by a Participant in a Request, including, but not limited to:

1. An illness or accident of the Participant or Beneficiary, the Participant's or Beneficiary's spouse, or Participant's or Beneficiary's dependent (as defined in Internal Revenue Code §152, and for taxable years beginning

on or after January 1, 2005, without regard to §152(b)(1), (b)(2) and (d)(1)(B));

2. Loss of the Participant's or Beneficiary's property due to casualty;
3. The following extraordinary and unforeseeable circumstances if they arise as a result of events beyond the control of the Participant or Beneficiary:
 - a. The imminent foreclosure of or eviction from the Participant's or Beneficiary's primary residence;
 - b. The need to pay for medical expenses, including nonrefundable deductibles, as well as the cost of prescription drug medication; and
 - c. The need to pay for the funeral expenses of a spouse or a dependent (as defined in Internal Revenue Code §152, and, for taxable years beginning on or after January 1, 2005, without regard to §152(b)(1), (b)(2) and (d)(1)(B)) of Participant or Beneficiary.

SITUATIONS NOT QUALIFYING FOR WITHDRAWAL

Except in extraordinary circumstances, the following are examples of situations that are not considered eligible for unforeseeable emergencies withdrawal:

1. Purchase of real estate;
2. Payment of college tuition;
3. Unpaid rent or mortgage payments, except in the event of imminent foreclosure or eviction;
4. Unpaid utility bills;
5. Loan repayments;
6. Personal bankruptcy (except when resulting directly and solely from illness, casualty loss or other similar extraordinary and unforeseeable circumstances beyond your control);
7. Payment of taxes, interest or penalties; or
8. Marital separation or divorce.

Plan Sponsor will make the determination with respect to any unforeseeable emergency distribution request that does not clearly fall within the guidelines set forth above and shall be the arbitrator of all appeals.

In the event of any changes to applicable laws and/or regulations, Great-West may revise this authorization and instruction from time to time and without further notice to Plan Sponsor. This authorization and instruction shall remain in effect until revoked by either party.

For each Participant receiving an unforeseeable emergency distribution, Plan Sponsor instructs Great-West to notify Plan Sponsor to suspend elective deferrals for the period required by the Plan, if any. For each Request that cannot be processed due to its failure to satisfy an unforeseeable emergency event, Plan Sponsor instructs Great-West to notify the Participant to contact Plan Sponsor if he or she wishes to appeal the determination.

Q. Safe Harbor Hardships

For 401(a) Plan (group no. 88038-03 only) – Plan Sponsor agrees to provide and address information on all Participants in the Plan with each payroll remittance (full PDI) and Plan Sponsor agrees to retain Great-West to perform deferral processing services as set forth in this Agreement. Plan Sponsor instructs Great-West to process, without Plan Sponsor signature, all Safe Harbor Hardship Requests ("Requests") received in good order, and in a manner satisfactory to Great-West, pursuant to the safe harbor distribution events listed below resulting in an immediate and heavy financial need to the Participant that cannot be alleviated by any other means available to the Participant. Plan Sponsor further instructs Great-West to rely on any and all representations made by a Participant in a Request, including, but not limited to:

1. Participant has taken all available in-service distributions from the Plan; and
2. Participant has obtained all non-taxable loans available under all Plans maintained by Plan Sponsor to the extent such loan(s) would not cause the Participant to incur an additional financial hardship.

A distribution is deemed to be for an immediate and heavy financial need if it is made for any one or a combination of the following safe harbor reasons as defined in Treas. Reg. Section 1.401(k)-1(d)(3)(iii)(B), as amended from time to time:

1. Medical expenses (described in Code Section 213(d) previously incurred by the Participant, the Participant's primary beneficiary, spouse or any dependents (as defined in Code Section 152, and for taxable years beginning on or after January 1, 2005, without regard to Section 152(b)(1), (b)(2) and (d)(1)(B));
2. The need to prevent the eviction of the Participant from his/her principal residence or foreclosure on the mortgage of the Participant's principal residence;
3. The purchase (excluding mortgage payments) of a principal residence of the Participant;

4. The payment of tuition and related educational expenses for the next 12 months of post-secondary education for the Participant, the Participant's primary beneficiary, spouse, children or dependents (as defined in Code Section 152, and for taxable years beginning on or after January 1, 2005, without regard to Section 152(b)(1), (b)(2) and (d)(1)(B));
5. Funeral or burial expenses for the Participant's deceased primary beneficiary, parent, spouse, children or dependents (as defined in IRC Section 152, and for taxable years beginning on or after January 1, 2005, without regard to Section 152(b)(1), (b)(2) and (d)(1)(B)); or
6. Principal residence repair expenses for repair of damage to the employee's principal residence that qualifies for the casualty deduction (as defined in IRC Section 165), determined without regard to whether the loss exceeds 10% of adjusted gross income.

For each Participant receiving a hardship distribution, Plan Sponsor instructs Great-West to notify Plan Sponsor to suspend elective deferrals for a 6-month period, or such other period as may be required by the Code, as amended from time to time. For each Request that cannot be processed due to its failure to satisfy a safe harbor event, Plan Sponsor instructs Great-West to notify the Participant to contact Plan Sponsor if he or she wishes to appeal the determination.

In the event of any changes to applicable laws and/or regulations, Great-West may revise this authorization and instruction from time to time and without further notice to Plan Sponsor. This authorization and instruction shall remain in effect until revoked by either party.

R. Qualified Domestic Relations Orders (QDROs)

For 457(b) Plan (group no. 88038-01) and 401(a) Plan (group No. 88038-03) only – Plan Sponsor's approved model form of the Qualified Domestic Relations Order ("QDRO") ("Exhibit D") for the Plan is attached to this Agreement as (457(b) or 401(a)) Plan Sponsor's approved model form of Qualified Domestic Relations Order ("QDRO"). Plan Sponsor hereby approves and instructs Great-West to treat as qualified each QDRO received by Great-West in good order using the model QDRO form, or a form that is similar in all material respects to the model QDRO form. Great-West is instructed to process the QDRO, without Plan Sponsor signature, by establishing a separate account for the Alternate Payee or, making a lump sum distribution to the Alternate Payee. Plan Sponsor instructs Great-West to send a copy of each QDRO confirmation or rejection letter to Plan Sponsor.

Great-West is further instructed to process distribution requests received in good order, and in a manner acceptable to Great-West, from Alternate Payee accounts established before or after the effective date of this Agreement without Plan Sponsor's signature. Plan Sponsor instructs Great-West to calculate any Alternate Payee's QDRO amount based solely on the participant's account records on Great-West's recordkeeping system, and to reject any QDRO that

specifies a valuation date prior to the date Great-West began providing recordkeeping services to the Plan.

If the Alternate Payee's awarded share exceeds the value of the Participant's core investment account(s) under the Plan to which the order applies, Great-West shall notify the Participant in writing to liquidate and transfer the necessary remaining sum from the Self-directed Brokerage ("SDB") into the core investment options to enable the implementation of the QDRO. If the Participant fails to transfer the necessary amount within 15 business days of the date of the notification letter, and if the necessary amount is available in the SDB money market, Great-West is instructed to transfer such amount into the Plan's default core investment option. If there is insufficient available cash in the SDB money market to transfer the necessary amount, Great-West is then instructed to notify the SDB provider to liquidate all of the Participant's SDB investments, and then transfer the entire amount into the Plan's default core investment option.

In the event that the sum of all other Participant assets is insufficient to satisfy a QDRO, Plan Sponsor instructs Great-West to instruct any existing life insurance company to surrender all or a portion of the Participant's life insurance policy and to transfer such funds to Great-West for deposit into the Participant's account for subsequent QDRO processing. The amount of the surrender shall be no more than the amount necessary to satisfy the QDRO.

Plan Sponsor agrees to make determinations with respect to any orders received that are not materially similar to the Plan's approved model form of QDRO for reasons other than the inclusion of a valuation date which precedes the date Great-West commenced providing recordkeeping services to the Plan.

S. Loans

For 457(b) Plan (group no. 88038-01) and 401(a) Plan (group No. 88038-03) only – If loans are available under the Plan, Plan Sponsor agrees that all loans shall be account reduction loans repaid by payroll deduction and consistent with the loan policy and the procedures established by the recordkeeper from time to time. Plan Sponsor instructs Great-West to process, without Plan Sponsor approval, Participant loan requests submitted through a form acceptable to Great-West or through the website, if Plan Sponsor provides Great-West with Participant information in the PDI file and up-to-date full service vesting information electronically. Plan Sponsor further instructs and authorizes Great-West to process requests for home loans without requiring any additional documentation from the Participants except for a loan application. Participants will be subject to the fees in the loan documents.

T. De Minimis Distributions for Governmental 457(b) Plans

For 457(b) Plan (group no. 88038-01 only) – Plan Sponsor agrees to provide Great-West with Participant information in the PDI file including address, hire date, rehire date, termination date and birth date. If the Plan has a vesting schedule, Plan Sponsor agrees to utilize Great-West's vesting tracking service. Plan Sponsor instructs and authorizes Great-West to process, without Plan

Sponsor approval, Participant requests for de minimis distributions under Code Section 457(e)(9)(A), where the Participant's total account balance is less than \$1,000 and no deferrals have been made to the Participant's account in the previous two (2) years.

For 3121 Plan (group no. 88038-02 only) – By a mutually agreed upon date, Great-West will run a report annually and provide it to Plan Sponsor. The report will identify those Participants that have not make contributions to their accounts for two (2) years or longer from the date of the report and have account balances below \$1,000. Plan Sponsor will then provide Great-West with written instruction to make a lump sum distribution to those Participants.

U. Code Section 457(b) Sample Plan Document and Adoption Agreement

Great-West will offer a sample Plan document, an adoption agreement, and any Plan document amendments that may be required due to changes in applicable laws and regulations, prior to the date required.

V. Code Section 401 Plan Document

Great-West will offer a model Plan document, an adoption agreement, and any Plan document amendments that may be required due to changes in the applicable laws and regulations, prior to the date required.

W. Rollovers from Other Eligible Code Section 457 Governmental Plans, Code Sections 401(a), 401(k) & 403(b) Plans & IRAs

Plan Sponsor agrees that rollovers will be administered according to the rollover procedures established by the recordkeeper from time to time. Amounts distributed from rollover accounts will be tax reported pursuant to the tax laws in effect on the date of the distribution.

X. Roth 457(b)

If the Plan(s) allow for Roth 457(b) after-tax contributions to be made, Great-West will maintain an accounting of the contributions made (basis) and earnings in separate accounts.

Amounts distributed from Roth 457(b) accounts will be made and tax reported pursuant to the applicable provisions of this Agreement.

Y. Code Section 402(f) Notice

Great-West shall provide the Internal Revenue Service Model Notice, as amended from time to time, to Participants pursuant to Code Section 402(f).

II. Communication Responsibilities

A. Special Representations

1. Representative(s) assigned to perform services under this Agreement will be properly licensed, trained and supervised with respect to the conduct of their business activities.
2. Representative(s) will provide information in a manner consistent with applicable insurance and securities law. However, information supplied to Participants shall not constitute "investment and/or tax advice" upon which Participants or Plan Sponsor may rely.
3. No representative may discriminate with respect to investment options provided under the Plan. Representative(s) will give equal and fair representations when describing the various investment options available under the Plan.
4. Compensation to representative(s) will not vary based upon investment options selected by the Participants.

B. Communication Materials

Great-West will provide participant educational and communication materials regarding financial investing and retirement options. These materials may include, but are not limited to, newsletters, brochures, and other materials as mutually agreed upon.

C. Group Presentations

Representative(s) will conduct group meetings at which some or all of the following will be communicated:

1. Summary of the key provisions of the Plan.
2. Summary of investment options.
3. Discussion of services including automated voice response system inquiry, retirement planning, and investment seminars.
4. Instructions on how to sign up for the Plan or request an individual counseling session.

D. Individual Counseling Sessions

Upon request, representative(s) will conduct prescheduled individual counseling sessions utilizing a Participant paycheck analysis, an asset allocation model and retirement counseling services as approved by Plan Sponsor.

E. Representative(s)

Great-West will assign representative(s) the equivalent of one hundred fifty (150) representative days to provide communication and marketing services exclusively to the Plan. Such representative will be responsible for all group meetings and counseling sessions as directed by Plan Sponsor.

F. Retirement Planning Education, Distribution Counseling

Ongoing retirement planning education and distribution counseling may be made available to Participants by Great-West or an affiliate. Where a Participant wants to either contribute or roll over to an IRA, an IRA product may be made available by Great-West or its affiliate. Where a Participant requests, via a recorded telephone call with Great-West, to roll assets into the Plan from a previous employer's plan, Plan Sponsor instructs and approves Great-West to assist the Participant in completing such rollover without Plan Sponsor's signature or approval, provided the Plan permits such rollovers. The recordkeeper of the previous employer's plan may still require Plan Sponsor's signature or approval to complete the rollover.

III. Miscellaneous Provisions

Great-West and Plan Sponsor specifically accept and agree to each of the following requirements:

A. Confidentiality of Data and Privacy Notice

Great-West shall treat all Plan, Participant and customer information or data received from Plan Sponsor and/or Participants as confidential. Great-West shall not disclose confidential information to a third party or use such information except for the purpose of providing services under this Agreement without the written approval of Plan Sponsor. Any third party retained by or affiliated with Great-West to provide services under this Agreement and who has access to confidential information relating to a customer, Plan Sponsor or Plan Participant, shall agree in writing to be bound by provisions similar to those of this section of the Agreement and to use such confidential information only for the performance of specific services under this Agreement. Great-West may disclose information as permitted or required by law without prior written consent of Plan Sponsor. Great-West's current Privacy Notice is attached to this Agreement as the Privacy Notice Exhibit ("Exhibit G"). By executing this Agreement, Plan Sponsor acknowledges receipt of said policy. Such policy shall be updated periodically by Great-West.

B. Business Continuity Plans Notice

GWFS Equities, Inc.'s current Business Continuity Plans notice is attached to this Agreement as the Business Continuity Plans Notice Exhibit ("Exhibit F"). By executing this Agreement, Plan Sponsor acknowledges receipt of said policy. Such policy may be updated periodically.

C. Responsibilities at Termination

Upon relinquishing responsibilities at the termination of the Agreement, if requested, investment balances for all Participants will be provided to assure appropriate account balances within thirty (30) Business Days of termination of the Agreement in the recordkeeping system's standard format. Participant statements and Employer Plan Summaries will be provided up to and including the statement for the last calendar quarter covered by this Agreement.

IV. Plan Sponsor Responsibilities

- A. Plan Sponsor hereby acknowledges and agrees that Great-West may assign any interest in this Agreement to, and may utilize the services of, any affiliate within its controlled group to perform any services that are consistent with the terms of this Agreement.
- B. Plan Sponsor hereby appoints Great-West to exclusively provide the non-discretionary recordkeeping, communication and other services set forth in this Agreement for the Plan for the term of this Agreement.
- C. Plan Sponsor agrees that if Plan Sponsor changes the reporting format for contribution reporting, two (2) weeks advance notice will be given by Plan Sponsor to test the new format before monies are remitted on the new file format. If Plan Sponsor does not provide two (2) weeks advance notice of the new reporting format, then contributions will be made effective two (2) Business Days from receipt of such monies sent in with the new file format.
- D. Plan Sponsor authorizes that employees may be contacted at (his/her) business address to obtain information needed to perform the services set forth in this Agreement.
- E. Plan Sponsor agrees to provide all information reasonably necessary for Great-West to perform its duties set forth in this Agreement.
- F. Plan Sponsor agrees to use its best efforts, including, if necessary, the termination of a participating investment provider(s), to secure and maintain the cooperation of the participating investment provider(s) in providing the timely and accurate transmittal of data, including providing daily interest rates and unit/share values, required by Great-West pursuant to its responsibilities to the Plan.
- G. Should Plan Sponsor choose a custodial or trust account, the trustee/custodian must be able to interface with the recordkeeping system in a "passive" role and all the monies must be sent to the omnibus custodial bank account. Plan Sponsor agrees to require trustee/custodian to provide all information in the possession of trustee/custodian that is necessary for the performance of the recordkeeping duties under this Agreement.
- H. Plan Sponsor agrees to facilitate the scheduling of group and individual presentations and to provide facilities at which both Plan Sponsor and Great-West mutually agree that satisfactory attendance can be expected.

V. Warranty, Indemnification and Limitation of Liability

Great-West agrees to indemnify Plan Sponsor from and against any and all expenses, costs, reasonable attorney's fees, settlements, fines, judgments, damages, penalties or court awards ("Damages") actually incurred which are the direct result of any breach of this Agreement by Great-West, or any failure by Great-West to perform its obligations under this Agreement in a manner consistent with generally accepted industry standards.

Notwithstanding anything to the contrary herein, Great-West shall not be liable to Plan Sponsor for any Damages relating to or resulting from: 1) any breach of this Agreement by Plan Sponsor; 2) any direction of Plan Sponsor or any authorized agent thereof; or 3) any direction of any third party retained by Plan Sponsor to provide services relating to the Plan, including but not limited to an investment advisor, or any authorized agent thereof.

In no event will Great-West be liable for indirect, special, consequential, or punitive damages arising from its obligations under this Agreement, whether or not foreseeable. The parties agree that this section represents a reasonable allocation of risk and will survive the termination of this Agreement. Plan Sponsor agrees to be bound by any other limitations on warranties, indemnification and liability that are set forth the Agreement and all attachments hereto.

Plan Sponsor acknowledges that Great-West, its affiliates and their directors, officers, employees, and authorized representatives are not responsible for investment performance of any authorized investment options under the program.

VI. Notification

Except as may be otherwise required by law, any notices to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follow:

Notices to Plan Sponsor:

Rita Woodard
Auditor-Controller/Treasurer-Tax Collector
County Civic Center
221 S. Mooney Blvd.,
County Courthouse Room 101-E
Visalia, CA 93291-4593
Phone No.: (559) 636-5200
Fax No.: (559) 730-2547

With a copy to:

Kathleen Bales-Lange
County Counsel
County Civic Center
2900 W. Burrell Ave.
Visalia, CA 93291
Phone No.: (559) 636-4950
Fax No.: (559) 737-4319

Notice to Great-West:

Great-West Retirement Services®,
Charles P. Nelson, President and
Beverly A. Byrne, Chief Compliance Officer
8515 East Orchard Road, 10T2

Greenwood Village, CO 80111

Phone No.: (303) 737-3000

Fax No.: (303) 737-3030

Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail shall be deemed received on the fifth (5th) day after the date of mailing. Either party may change the above address by giving written notice pursuant to this paragraph.

VII. Agreement Term and Termination

This Agreement will be in effect on **January 1, 2012** or other date as this Agreement has been signed by both Plan Sponsor and Great-West (the "Effective Date"). The term of the Agreement is for a period of **five (5) years from Effective Date through December 31, 2016** unless terminated sooner as provided below. Unless this Agreement is terminated by either party within ninety (90) days written notice to the other party before the expiration of the Agreement, this Agreement will remain in effect until such ninety (90) day notice is provided by either party.

The right to terminate this Agreement under this provision may be exercised without prejudice to any other right or remedy to which the terminating party may be entitled at law or under this Agreement.

A. Without Cause

Plan Sponsor shall have the right to terminate this Agreement without cause by giving ninety (90) days prior written notice of intention to terminate pursuant to this provision, specifying the date of termination.

B. With Cause

This Agreement may be terminated by either party should the other party:

- (1) Be adjudged a bankrupt, or
- (2) Become insolvent or have a receiver appointed, or
- (3) Make a general assignment for the benefit of creditors, or
- (4) Suffer any judgment which remains unsatisfied for 30 days, and which would substantively impair the ability of the judgment debtor to perform under this Agreement, or
- (5) Materially breach this Agreement.

For any of the occurrences except item (5), termination may be effected upon written notice by the terminating party specifying the date of the termination. Upon a material breach, the non-defaulting party agrees to give a notice to the defaulting party specifying the material breach and a ninety (90) day cure period to remedy the breach to the satisfaction of the non-defaulting party. The Agreement may be terminated following the failure of the defaulting party to remedy the breach to the satisfaction of the non-defaulting party within ninety (90) day cure period following the date a

written notice specifying the breach. If the breach is not remedied within that ninety (90) day cure period, the non-defaulting party may terminate the agreement on further written notice specifying the date of termination.

If the nature of the breach is such that it cannot be cured within a ninety (90) cure day period, the defaulting party may, submit a written proposal within that period which sets forth a specific means to resolve the default. If the non-defaulting party consents to that proposal in writing, which consent shall not be unreasonably withheld, the defaulting party shall immediately embark on its plan to cure. If the default is not cured within the time agreed, the non-defaulting party may terminate upon written notice specifying the date of termination.

C. Effects of Termination

Termination of this Agreement shall not terminate any obligations to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities.

VIII. Recordkeeping, Communication and Other Fees

A. Recordkeeping and Communication Fee

Effective the first full calendar quarter following the Effective Date of this Agreement, the parties agree the basic annual Recordkeeping and Communication Fee payable to Great-West under this Agreement shall be 0.30% of all funds except for the Great-West Guaranteed Government Fund, the Great-West Guaranteed Fixed Fund, and the Great-West Guaranteed Portfolio Fund. The parties further agree that the annual Recordkeeping and Communication Fee is to be paid, to the extent possible, from fees Great-West, and/or one or more of its affiliates receives from mutual fund families and other investment providers for providing certain administrative or other services. Great-West will provide additional information upon request.

In the event a fund pays less than 0.30% per annum, Plan Sponsor hereby approves and instructs Great-West to deduct the difference quarterly from Participants invested in that fund as of the calculation date. In the event a fund pays more than 0.30% per annum, Great-West will deposit the difference quarterly into Participant accounts invested in that fund as of the calculation date. In addition, Plan Sponsor hereby approves and instructs Great-West to collect 0.30% per annum from the Tucoemas NCUA Liquid Fund by sending a quarterly invoice in the amount of 0.075% to Tucoemas.

B. Revenue Sharing to the Plan

Included in the 0.30% per annum basic annual Recordkeeping and Communication Fee payable to the Great-West under this Agreement as described in section A above, effective the first full calendar quarter following the Effective Date, Great-West will deposit \$14,625 per calendar quarter (i.e. \$58,500 per annum) into the Plan Account.

C. Loan Fees

A \$60 loan origination fee will be deducted from the amount of each loan processed. In addition, a \$35.00 annual maintenance fee per loan will be deducted from the Participant's account in an amount of \$8.75 per quarter.

D. Excessive Disbursement Charge

A Participant may make up to two (2) voluntary changes to the frequency or amount of benefit payments in any calendar year. If the Participant makes more than two (2) voluntary changes to the frequency or amount of benefit payments in any calendar year, Great-West reserves the right to charge \$25.00 for each subsequent change with thirty (30) days advance written notice to Plan Sponsor. A change in amount due to a pre-programmed periodic payment or a change necessitated by regulatory limits or requirements will not be counted by Great-West as a voluntary change. Currently, as of the Effective Date of this Agreement, this charge is not being imposed.

E. Bank Credit Disclosure

Great-West, or one of its affiliates, may earn credits and/or interest on Plan assets awaiting investment or pending distribution. Any credits or interest earned by Great-West are aggregated with credits and/or interest earned by Great-West affiliates and will be used to defray the aggregate expenses for the maintenance of bank accounts. Great-West will not retain credits and/or interest earned in excess of such maintenance expenses.

Credits and/or interest are earned from the use of (i) uninvested contributions received too late in the day or not received in good order to be invested same-day and (ii) proceeds from investment option redemptions where Plan distribution checks have not been presented for payment by Plan participants. Credits and/or interest (i) begin to accrue on contributions, on the date such amounts are deposited into the bank account and end on the date such amounts are invested pursuant to Plan participant instructions and (ii) begin to accrue on distributions, on the date the check is written or on the wire date, as applicable and end on the date the check is presented for payment or when the wire clears against the account, as applicable. Earnings of credits and/or interest are at the rate the bank provides from time to time.

F. Miscellaneous Fee Provisions

If Plan Sponsor selects a custodian or trustee that requires the procedures or services in this Agreement to change, Great-West reserves the right to adjust fees in this section.

Should a Participant request an overnight delivery, Great-West will assess the Participant its current overnight delivery fee.

Should a Participant request a payment via Automated Clearing House (ACH) for partial and full withdrawals, Great-West will assess the Participant its current ACH fee.

A fee of \$250 for each QDRO reviewed and processed will be charged to the Participant and/or Alternate Payee as specified in the Plan's approved model QDRO. The Participant's portion of the fee will be deducted from the Participant's account balance and the Alternate Payee's portion of the fee will be deducted from the Alternate Payee's account or from the lump sum distribution, as applicable.

An annualized fee of **\$50.00** per Plan will be collected from each Participant utilizing the self-directed brokerage option, deducted from each Participant's account balance in an amount of **\$12.50** per quarter. In addition, Participants selecting investment options in the self-directed brokerage option will be assessed separately by the self-directed brokerage option provider its fees, the management and other fees specific to each investment option selected, and the fees noted in this Section of this Agreement.

Plan Sponsor may direct Great-West in writing to assess a mutually agreeable per Participant fee, asset fee, or combination fee to Participants account balances. Such fee(s) may be deposited into an unallocated trust assets account to be used for plan purposes as set forth in the plan document and as directed in writing by Plan Sponsor. These assets may be invested in a single investment option and such fees may be adjusted annually as specified by Plan Sponsor, if applicable.

The parties agree that any services which Great-West is requested to perform beyond the scope of the services described in this Agreement shall be provided at a mutually agreed upon price negotiated prior to the performance of such services.

IX. Performance Guarantees

Great-West agrees to the performance guarantees detailed in this section. Any non-performance fees that become payable due to Great-West's failure to meet any performance guarantee will be paid into the Plan Account.

	Standard	Reward/Non-Performance Fees
1. Phone Calls	Answer phone calls from Plan Sponsor contact designee within 24 hours.	\$100 per incident for failure to return phone calls from Plan Sponsor contact designee within 24 hours.
2. Amend existing Services Agreement	Amendment(s) to existing Agreement to be prepared by Great-West within 30 days after approval of provisions by the Board of Supervisors. The amendment(s) will incorporate performance standards and new agreed upon provisions, and providing	Failure to prepare amendment within time frame will result in a non-performance fee of \$1,000.

	that except for any new provisions all provisions of existing contract to remain in full force and effect.	
3. Sarbanes-Oxley Act notification requirements	Great-West will notify participants of any blackout period that occurs through a Narrative or Stuffer in the participants Quarterly Statement.	Failure to do so will result in a non-performance fee of \$1000.
4. Plan Termination Provision	If Plan Sponsor in the future terminates their relationship with Great-West, Great-West agrees to provide Plan Sponsor with the last 4 quarters transaction reports, the past 12 months distribution and deferral information, current balances and loan or other outstanding payment amounts in a disk, tape or other electronic format within 30 business days after the termination.	Failure to provide this information will result in a non-performance guarantee of \$1,000 for the initial failure and \$500 per day thereafter until cured.
5.a. Participant & Plan Sponsor Services Phone Response Time	All telephone calls to the home office Client Service Representatives and the automated voice response system combined will be answered within 90 seconds on average at least 90 percent of the time.	Failure to meet this standard as an average over the calendar year will result in a \$1,000 non-performance fee.
5.b. Average Wait Time	On average for the calendar quarter, Great-West agrees to respond to all calls to the KeyTalk automated voice response system in no later than five (5) seconds for the calendar quarter.	<p>If the average response to all calls to the KeyTalk automated voice response system is greater than five (5) seconds during the calendar quarter, Great-West agrees to pay liquidated damages of \$1,000 for that calendar quarter.</p> <p>Average performance standards for the calendar quarter will be provided by Great-West using reports generated quarterly from the recordkeeping system and the Call Management system.</p>
6.a. Quarterly Statement delivery	Twenty (20) Business Days after the end of each calendar quarter, or within fifteen (15) Business Days after receipt of information in good order from third party sources, whichever is later.	If all of the required information has been received and all participant statements have not been mailed within twenty (20)

	<p>Great-West will provide documentation from the third party source in the event the third party source is the reason for the delay beyond twenty (20) Business Days after the end of any calendar quarter. Information from third parties shall include final fund values and return information from the participating investment providers.</p>	<p>Business Days after receipt of such required information, a non-performance fee of \$500 per day will be paid to the Plan.</p> <p>The fifteen (15) Business Day standard begins on the first Business Day of the calendar quarter and the ten (10) Business Day standard begins on the first Business Day after all required information to be included with the statements has been received and both standards end on the date statements are postmarked for mailing.</p>
<p>6.b. Plan Sponsor Quarterly Summary Report</p>	<p>Great-West will mail to Plan Sponsor a quarterly summary report within thirty (30) days of Great-West's receipt of the final fund values and return information from the participating investment providers.</p>	<p>If Great-West is in receipt of all of the necessary final fund values and return information from the participating investment providers and the quarterly summary report has not been mailed within thirty (30) days after receipt of such information, Great-West agrees to pay liquidated damages of \$1,000 per day for each day the summary report is late.</p> <p>The thirtieth (30th) day standard begins on the day the final fund values and returns are received from the last investment provider by Great-West for the calendar quarter and ends on the date the summary report is postmarked for mailing.</p> <p>If Great-West is not in receipt of all of the necessary final fund values and return information from the participating investment providers, no liquidated damages are applicable to Great-West.</p>

7. Process and posting of Participant contributions and transfers	All contributions and transfers are initiated the Business Day they are received (if received before 1 p.m. Pacific Time).	100% of contributions credited the same Business Day if received in good order prior to 1:00 p.m. Pacific Time, and allocation instructions received the prior business day. 100% of transfers completed same business day if transfer instructions received prior to 1:00 p.m. Pacific Time via VRU, internet or client services representative. If notification is received within 90 days of the statement date and any errors are identified, any errors will be corrected to this standard at the expense of Great-West.
8. Withdrawals (including Emergency Withdrawals, Rollovers, and QDRO's)	Distributions, including loan payments, will be processed and mailed within five (5) Business Days of the receipt (at the Home Office) and acceptance of a properly executed complete and accurate distribution request.	All Distributions received in good order before 1 p.m. Pacific Time are processed on the day of receipt. The parties agree that distribution payments processed cannot currently be measured by Great-West and therefore no non-performance fee shall be applicable to this standard. Great-West agrees to commit the necessary staffing to process all distribution requests the business day received.
9. Plan Document	Great-West, if requested by the Plan Sponsor, will provide a Code section 457(b) sample plan document, adoption agreement and amendments required by changes in regulations or applicable law at no additional cost to the Plan.	Failure to provide updates as requested or as mandated by law will result in a non-performance fee of \$500.
10. Investment Policy Statement review	Review IPS annually, if requested, and summarize in writing any suggested changes.	Failure to provide review as requested will result in a non-performance fee of \$500.
11. Quarterly Committee Reports	Great-West will provide a summary of plan statistics and a marketing report	Failure to provide this summary will result in a \$500

	at the quarterly meeting to Plan Sponsor.	non-performance fee.
12. Plan Service Center Reports	Great-West will provide a list of reports available through the Plan Service Center within 90 days of the Agreement renewal.	Failure to do so will result in a non-performance fee of \$500.
13. Employer Training on Plan Service Center	Training of employer-designated personnel will be conducted on access to online reports and use of reporting capability. Plan Sponsor will coordinate with Great-West on who will be trained and when.	Failure to provide training will result in a non-performance fee of \$500.
14. Surveys	Great-West and Plan Sponsor will develop mutually agreeable Participant surveys. Surveys will be distributed either internally by Plan Sponsor or available on the Great-West web site. If requested, Surveys will be conducted six months after the contract extension, at 24 months and again at 36 months. Great-West will produce an executive summary with recommended actions that addresses participant concerns, service needs and requests within two months after surveys collected.	A non-performance fee of \$500 will be assessed if the survey is not distributed within 30 days from the date of final mutually agreed upon survey content. Failure to provide an executive summary within two months of the surveys being collected will result in a non-performance fee of \$1,000.
15. Decision Maker Training	If requested, Great-West will provide semi-annual training to decision makers on mutually agreeable topics. Plan Sponsor will determine which staff will attend.	Failure to provide semi-annual training will result in a non-performance fee of \$500.
16. New Decision Maker Training	Provide training for new committee members and administrative staff as identified by the committee Chair. Training will be ½ day and will be conducted within 120 days of notification.	Failure to provide training within 120 days of request will result in a non-performance fee of \$500.
17. Participant Educational Seminars	Great-West will provide a mutually agreeable number of onsite educational seminars to Participants annually.	Failure to provide he agreed upon number of seminars will result in a non-performance fee of \$1,000 being assessed.
18. Participant Newsletters	Great-West will provide newsletters quarterly to Plan Participants in their statements	Failure to provide a quarterly newsletter will result in a non-performance fee of \$500.

19. Individual meetings	A Great-West representative will be available a mutually agreeable number of days each month to meet with interested Plan Participants or Plan Sponsor employees	If this performance objective is not met for 3 or more months annually the non-performance fee will be \$1,000
20. Retiree Outreach	Great-West Representative will provide a PowerPoint presentation or other similar presentation to facilitate a mutually agreeable number of group meeting for separated, retired or soon to retire employees.	Failure to provide this service will result in a non-performance fee of \$500.
21. Reality Investing	Great-West will provide written communication material and group meetings to plan participants detailing the suite of services including guidance, advice and managed accounts.	Failure to provide written communication materials and to conduct group meetings within 60 days of adopting the Reality Investing program will result in a non-performance fee of \$500.
22. Performance Standards	Great-West will provide to Plan Sponsor annually a summary of the Performance Standards and the results suitable for posting on the County Intranet site.	Failure to provide this document within 30 days of the signed contract and annually thereafter, will result in a non-performance fee of \$500.
23. Investment Review	Great-West will provide written annual summary at time of Investment Review, of Plan/Plan Enhancement Program (PEP Plan) to Plan Sponsor.	Failure to provide written report within 60 calendar days will result in a fee of \$1,000 per month.
24. Training	Within 120 calendar days of fund transition, Great-West will conduct training of Plan Sponsor designated personnel on access to online reports and use of reporting capability.	Failure to provide training within 120 calendar days, will result in a fee of \$500
25. Data Compromise	Great-West will encrypt all laptops and remote computers carrying Plan Sponsor's Participant information and will notify Plan Sponsor of any compromise of data that occurs, within 24 hours of Great-West knowledge of compromise.	Participant information compromised will incur a fee of \$100 for each Participant. In addition, failure to provide notification within 24 hours will result in a fee of \$1,000 each occurrence.

X. Compliance with law

Plan Sponsor shall provide services in accordance with applicable Federal, State, and local laws, regulations and directives. With respect to Great-West's employees, Great-West shall comply with all laws and regulations pertaining to wages and hours, state

and federal income tax, unemployment insurance, Social Security, disability insurance, workers' compensation, insurance, and discrimination in employment.

XI. Records and Audit

Great-West shall maintain complete and accurate records with respect to the services rendered and the costs incurred under this Agreement. In addition, Great-West shall maintain complete and accurate records with respect to any payments to employees or subcontractors. All such records shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible. Upon request, Great-West shall make sure records available within Tulare County to the Auditor of Tulare County and to its agents and representatives, for the purpose of auditing and/or copying such records for a period of five (5) years from the date of final payment under this Agreement.

XII. Insurance

Prior to approval of this Agreement by the Plan Sponsor, Great-West, at its own expense, shall procure and maintain insurance for all operations and services under the Agreement, whether performed by Great-West or any of the affiliates described under this Agreement as set forth in Exhibit B. Pursuant to Exhibit B, an insurance certificate with applicable endorsements shall be filed with the Tulare County Board of Supervisors and copied to Risk Management as part of this Agreement. The certificate shall show the specific limits of coverage that apply to this Agreement and shall name the County of Tulare (Plan Sponsor), its officers, agents, officials, employees and volunteers as additional insureds; coverage shall be primary and non-contributory. Great-West will provide the Plan Sponsor with 30 days advanced notice in the event of cancellation, non-renewal, or any material reduction of insurance coverage. Additional insured endorsements shall not include "sole negligence" language. Insurance Exhibit B provides minimum insurance limits and specifications. The County of Tulare (Plan Sponsor) shall not be limited in its recovery of damages it may be entitled to or the cost of defense for which it may be entitled, to the existing insurance coverage limits chosen by Great-West and all affiliates providing service under this Agreement.

XIII. Independent Contractor Status

This Agreement is entered into by both parties with the express understanding that Great-West will perform all services required under this Agreement as an independent contractor. Nothing in this Agreement shall be construed to constitute Great-West or any of its agents, employees or officers as an agent, employee or officer of Plan Sponsor.

Great-West agrees to advise everyone it assigns or hires to perform any duty under this Agreement that they are not employees of Plan Sponsor. Subject to any performance criteria contained in this Agreement, Great-West shall be solely responsible for determining the means and methods of performing the specified services and Plan Sponsor shall have no right to control or exercise any supervision over Great-West as to how the services will be performed. As Great-West is not Plan Sponsor's employee, and Great-West is responsible for paying all required state and federal taxes. In particular, Plan Sponsor will not:

- a. Withhold FICA (Social Security) from Plan Sponsor's payments.
- b. Make state or federal unemployment insurance contributions on Great-West behalf.
- c. Withhold state or federal income tax from payments to Great-West.
- d. Make disability insurance contributions on behalf of Great-West.
- e. Obtain unemployment compensation insurance on behalf of Great-West.

Notwithstanding this independent contractor relationship, Plan Sponsor shall have the right to monitor and evaluate the performance of Great-West to assure compliance with is Agreement.

XIV. Indemnification

Great-West shall hold harmless, defend and indemnify Plan Sponsor, its agents, officers and employees from employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, including Plan Sponsor property, arising out of the activities of Great-West or its agents, officers and employees under this Agreement. This indemnification specifically includes any claims that may be made against Plan Sponsor by any taxing authority asserting that any employer-employee relationship exists by reason of this Agreement, and any claims made against Plan Sponsor alleging civil rights violations by Great-West under Government Code Section 12920 et seq. (California Fair Employment and Housing Act). This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

XV. Conflict of Interest

Great-West agrees at all times in performance of this Agreement to comply with the law of the State of California regarding conflicts of interests or appearance of conflicts of interests, including, but not limited to Government Code Section 1090 et seq., and the Political Reform Act, Government Code Section 81000 et seq. and regulations promulgated pursuant thereto by the California Fair Political Practices Commission. The statutes, regulations and laws previously referenced include, but are not limited to prohibitions against any public officer, public employee, or consultant, which may include Great-West for this purpose, from the making of any contract or participation in any decision on behalf of Plan Sponsor in which such officer, employee or consultant has a direct or indirect financial interest. A violation can occur if the public officer, public employee or consultant participates in or influences any Plan Sponsor decision which has the potential to confer any pecuniary benefit on the officer, employee or consultant or any business firm in which the officer, employee or consultant has an interest, with certain narrow exceptions.

Great-West agrees that if any facts come to its attention which raises any questions as to the applicability of conflicts of interest laws, it will immediately inform Plan Sponsor designated representative and provide all information needed for resolution of this question.

XVI. Construction

This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code Section 1654 shall not apply to address and interpret any uncertainty.

XVII. No Third Party Beneficiaries Intended

Unless specifically set forth, the parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

XVIII. Modification, Waiver and Consent

No modification or waiver of any provision of this Agreement and no consent by any party to any deviation from its terms by any other party will be effective unless such modification, waiver or consent is in writing and signed by all parties. The modification, waiver or consent will be effective only for the period, on the conditions and for the specific instance and purposes specified in such writing. The waiver of any breach of any term or condition in this Agreement will not be deemed a waiver of any prior or subsequent breach. For purposes of this section of this Agreement, writing signed by the parties shall be deemed to include electronic mail transmissions only if such transmissions include pdf or other facsimile transmissions clearly reproducing the manual signature of an officer of each party who is authorized to execute an amendment of this Agreement and specifically referencing this section of this Agreement.

XIX. Dispute Resolution

- A. Mediation: If there is a dispute arising out of or relating to this Agreement, the parties will make a reasonable and good faith effort to negotiate between themselves a resolution of the matter. If the parties are unable to agree between themselves, and to the extent that the parties are not legally barred from entering into mediation, the parties shall endeavor to resolve any dispute out of or relating to this Agreement by participating in non-binding mediation. The mediation shall be conducted by a private mediator agreed to by both parties or, if the parties cannot agree, by a mediator selected by JAMS ("Judicial Arbitration and Mediation Services") or another nationally recognized, independent arbitration or mediation organization to which the parties mutually agree. The cost of any agreed upon mediation shall be borne equally by the parties, and each party shall pay its own expenses.
- B. Litigation: If the dispute has not been resolved by non-binding mediation as provided for in paragraph A above, within ninety (90) days of the initiation of such procedure, either party may initiate litigation; provided, however, that if one party has requested the other party to participate in mediation and the other party rejects the proposal to participate, the requesting party may initiate litigation before the expiration of the above period.

XX. Entire Agreement

This document and any subsequent amendments thereto represent the entire agreement between the parties with respect to the subject matter of this Agreement. Great-West may amend this Agreement without Plan Sponsor's approval or signature, as required to comply with changes to applicable law. No other amendments shall be

made to this Agreement except as mutually agreed to in writing and signed by the authorized agents of each party.

XXI. Governing Law

This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The parties agree that this Agreement is made in and shall be performed in Tulare County, California.

XXII. Waivers

The failure of either party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other party.

XXIII. Exhibits and Recitals

The Recitals and the Exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

XXIV. Conflict with Laws or Regulations / Severability

This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of affected party. In all other cases the remainder of the Agreement shall continue in full force and effect.

XXV. Further Assurances

Each party agrees to execute any additional documents and to perform any further acts which may be reasonably required to effect the purposes of this Agreement.

XXVI. Assurances of Non-Discrimination

Great-West expressly agrees that it will not discriminate in employment or in the provision of the services on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.

XXVII. Assignment / Subcontracting

Unless otherwise provided in this Agreement, Plan Sponsor is relying on the personal skill, expertise, training and experience of Great-West and Great-West's employees, or its affiliates, and not part of this Agreement may be assigned or subcontracted by either party without the prior written consent of the other party.

XXVIII. Authorized Persons

Plan Sponsor and any duly appointed investment advisor(s) will furnish a list to Great-West (and from time to time whenever there are changes therein) of the individuals authorized to transmit instructions to Great-West concerning the Plan and/or assets in the account, and written direction regarding the form of such instructions.

XXIX. Legal Advice

Nothing in this Agreement is intended to constitute legal or tax advice from Great-West to Plan Sponsor or any other party. Despite the fact that Great-West may have knowledge about provisions of the underlying Plan document utilized by Plan Sponsor, Great-West makes no representations or assurances to Plan Sponsor or any other party regarding the legal sufficiency of the Plan.

XXX. Confidentiality of Data

Great-West shall treat as confidential all Plan, Participant and customer information or data received from Plan Sponsor and/or Participants which shall not be disclosed to a third party or be used except for the purpose of providing the services provided for, under this Agreement, unless agreed to in writing by the parties. Any third party that is retained to provide services under this Agreement by either party and who has access to confidential information relating to a customer, Plan Sponsor or Plan Participant, shall agree in writing to be bound by this section of the Agreement and to use such confidential information only for the purpose of carrying out the performance of specific terms of the Agreement. In the event Great-West violates this provision, Great-West agrees to indemnify and hold Plan Sponsor harmless from and against all losses, claims, damages, penalties, costs and expenses (including attorney fees and expert witness fees) arising out of any disclosure made in violation of this provision.

XXXI. Force Majeure

None of the parties hereto shall be liable to the other for any and all losses, damages, costs, charges, counsel fees, payments, expenses or liability due to delay or interruption in performing its obligations hereunder, and without the fault or negligence of such party, due to causes or conditions beyond its control including, without limitation, labor disputes, riots, war and war-like operations including acts of terrorism, epidemics, explosions, sabotage, acts of God, failure of power, fire or other casualty, natural disasters or disruptions in orderly trading on any relevant exchange or market, including disruptions due to extraordinary market volume that result in substantial delay in receipt of correct data.

XXXII. Signatures

By signing this Agreement, in duplicate, the parties certify that they have read and understood it, that they agree to be bound by the terms of the Agreement, that they have the authority to sign it, and that they have received a signed and dated copy of the Agreement. This Agreement is not binding on either party until approved by both parties.

COUNTY OF TULARE

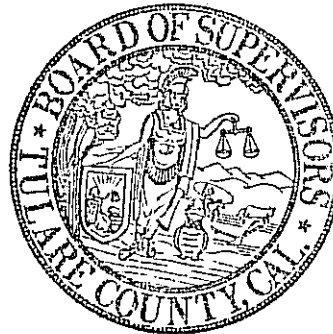
BY: Mike Ennis

Date: 1/4/12

Name: MIKE ENNIS (print name)
Chairman, Board of Supervisors
"Plan Sponsor"

ATTEST: _____
Jean M. Rousseau
Administrative Officer/Clerk of the
Board of Supervisors of the County of Tulare

By: [Signature]
Deputy Clerk



GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY

BY: [Signature]

Date: 12.15.2011

Gregory E. Seller
TITLE: Senior Vice President, Government Markets
"Great-West"

Approved as to Form County of Tulare Counsel

By: [Signature]
Deanne H. Peterson

Date: 12-28-2011

Title: Chief Deputy County Counsel

Exhibit A

Authorized Investment Option

Fund Name	Ticker/Cusip/SDIO
LARGE GROWTH	
American Growth Fund of America R6 (new class)	RGAGX
Fidelity New Perspective A	FNIAX
Neuberger Berman Socially Responsible I	NBSLX
Vanguard Growth Index Signal Class (addition)	VIGSX
LARGE BLEND	
American Fundamental Investors R6 (new class)	RFNGX
BlackRock Equity Index Collective F (new class)	066BGI\$06
LARGE VALUE	
American Funds American Mutual R6 (new class)	RMFGX
T. Rowe Price Equity Income (addition)	PRFDX
MID CAP GROWTH	
Columbia Acorn Fund CI Z	ACRNX
MID CAP BLEND	
BlackRock Mid Cap Index Collective F (new class)	066BGI\$55
MID CAP VALUE	
Vanguard Selected Value (addition)	VASVX
SMALL GROWTH	
Baron Growth Institutional	BGRIX
SMALL BLEND	
Royce Pennsylvania Mutual Fund Investor	PENNX
SMALL VALUE	
Allianz NFJ Small Cap Value Instl	PSVIX
INTERNATIONAL / GLOBAL	
American Funds EuroPacific Gr R6 (addition)	REGRX
AST Wilmington Intl Equity Index CIT (addition)	00210Q843
American Funds New Perspective R6 (addition)	RNPGX
AST Wilmington Emerging Markets CIT (addition)	00210Q678
BONDS	
BlackRock US Debt Index Collective F (new class)	066BGI\$15
PIMCO Total Return Instl (new class)	PTTRX
BALANCED FUNDS	
Janus Balanced Class T	JABAX
ASSET ALLOCATION FUNDS	

Manning & Napier Conservative CIT (addition)	563821149
Manning & Napier Moderate CIT (addition)	563821131
Manning & Napier Extended CIT (addition)	563821123
Manning & Napier Max CIT (addition)	563821115
NON GREAT-WEST FIXED OPTIONS	
Tucoemas NCUA Liquid Fund	n/a
GREAT-WEST FIXED OPTIONS	
Guaranteed Government Fund	n/a
Guaranteed Fixed Fund	n/a
Guaranteed Portfolio Fund	n/a

Exhibit B

Insurance Requirements

Great-West and all affiliates as described under this Agreement shall provide and maintain insurance for the duration of this Agreement against claims for injuries to persons and damages which may arise from, or in connection with, performance under the Agreement by Great-West, its agents, representatives, employees and affiliates.

A. MINIMUM SCOPE & LIMITS OF INSURANCE

1. Insurance Services Office Commercial General Liability Insurance coverage of \$1,000,000 combined single limit per occurrence (Form No. CG 00 01). If the annual aggregate applies it must be no less than \$3,000,000.
2. Insurance Services Office (Form No. CA 00 01) covering Automobile Liability Insurance (any auto) of \$1,000,000 per occurrence. If an annual aggregate applies it must be no less than \$2,000,000.
3. Fidelity Bond with limits no less than \$10,000,000.
4. Workers' Compensation Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
5. Professional Liability (Errors and Omissions) Insurance of \$5,000,000 per occurrence or claim.

B. SPECIFIC PROVISIONS OF THE CERTIFICATE

1. Great-West will submit certificates of insurance with blanket endorsements to the General Liability and Auto Liability policies reflecting the following:
 - a. The County of Tulare (Plan Sponsor), its officers, agents, officials, employees and volunteers, are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of Great-West; or automobiles owned, leased, hired or borrowed by Great-West.
 - b. For any claims related to this Agreement, Great-West's insurance coverage shall be primary insurance as respects the Plan Sponsor, its officers, agents, officials, employees and volunteers. Any insurance or self-insurance maintained by the Plan Sponsor, its officers, agents, officials, employers, or volunteers shall be excess of Great-West's insurance and shall not contribute with it.

- c. Such coverage shall not be canceled by Great-West, except after thirty (30) days prior written notice has been provided to Plan Sponsor by Great-West.
- 2. The Workers' Compensation policy shall be endorsed with a waiver of subrogation:
 - a. Waiver of Subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Plan Sponsor for all work performed by Great-West, its employees, agents and subcontractors. Great-West waives all rights against Plan Sponsor and its officers, agents, officials, employees and volunteers for recovery of damages to the extent these damages are covered by the workers compensation and employers liability.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

The Plan Sponsor Risk Manager has the right to approve any changes to the existing Commercial General Liability or Automobile Liability insurance policies that would result in the policy deductibles or self-insured retention levels exceeding \$100,000.

D. ACCEPTABILITY OF INSURANCE

Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A (-), VII and Standard & Poor's Rating (if rated) of at least BBB from a company approved by the Department of Insurance to conduct business in California. Any waiver of these standards is subject to approval by the Plan Sponsor Risk Manager.

E. VERIFICATION OF COVERAGE

Prior to approval of this Agreement by Plan Sponsor, Great-West shall file with the Board of Supervisors certificates of insurance with copies of endorsements effecting coverage and noting deductibles and self insured retentions of the policies under this agreement. Endorsements must be signed by the persons authorized to bind coverage on behalf of the insurer.

Exhibit C
Ameritrade Self-Directed Brokerage Account Option
Policies and Procedures
(SDB Policies)

A. GENERAL DESCRIPTION

The Self-Directed Brokerage Account ("SDB") option with SDB Provider is described as follows:

1. Account Establishment and Funding

SDB Provider has agreed to offer a SDB option to the employees of the Plan Sponsor. The SDB will be treated as a separate investment option under the Plan.

Participants must apply to SDB Provider to establish an account with SDB Provider and must affirmatively accept an indemnity/release statement via either Great-West's web site or automated voice response system prior to participating in the SDB arrangement. Participants utilizing the SDB prior to the electronic indemnity/release statement being available will be required to accept an indemnity/release statement prior to making additional transfers to the SDB via web or voice response system.

Under the SDB option, the Participant chooses from eligible investments, including, mutual funds, stocks and bonds allowed by the Plan, as specified in the SDB Provider Restriction Form completed by the Plan and submitted to SDB Provider, subject to certain trading restrictions.

2. Core Investment Minimums

All investment options other than the SDB option shall be defined as "Core Investments". The amount that must be left in the Core Investments, as established by Great-West, will be \$2,500. Great-West may change the aforementioned minimum with thirty (30) days advance written notice.

If the participant has not met the required Core Investments minimum, transfers will be restricted from the Core Investments to SDB Provider. In the event a Participant's total balance in the Core Investments falls to twenty (20) percent below the stated Core Investments minimum, the Participant will be mailed a letter each month for up to three consecutive months requesting that the Participant transfer from the SDB to Core Investments the amount required to meet the Core Investments minimum. If after the third letter the participant's total balance in the Core Investments is insufficient to recover fees owed under the terms of this Agreement, Plan Sponsor agrees to provide instruction to transfer the amount necessary from funds available in the participant's Money Market Fund at SDB Provider. If it is necessary to liquidate securities in the participant's SDB account, Plan Sponsor will provide written instructions on the specific securities to be liquidated and the number of shares to be liquidated.

3. Transfers and Contributions to SDB Provider

Participants may transfer assets to SDB Provider from the Core Investments, subject to any transfer restrictions or other rules associated with a particular investment option. Contributions from salary reduction may also be allocated to SDB Provider to the extent the Core Investments minimum has been met.

Participants must initiate transfers to SDB Provider via Great-West's web-site, or the client service representative. Transfers may be made only in U.S. dollars and only into the SDB Money Market Fund at SDB Provider, or other comparable fund as designated by SDB Provider. Any cash balances within a Participant's SDB shall be automatically invested in the SDB Money Market Fund.

When a Participant provides direction to transfer assets or to contribute directly to SDB Provider, the transfer of the assets from the Core Investments or contributions directly to SDB and receipt of those assets by SDB Provider will not be simultaneous.

A Participant's initial transfer to SDB Provider must be at least \$1,000.00 and each subsequent transfers must be at least \$1,000.00. Either SDB Provider or Great-West may change any of the aforementioned minimums with thirty (30) days advance written notice.

All transfers between SDB Provider and the Core Investments will be prorated against all money sources within a Participant's account unless the participant directs a customer service representative to transfer only one money source.

Transfers to SDB Provider will not be permitted if a Participant's total balance in the Core Investments falls below the Core Investments minimum.

4. Brokerage Activity

After funds are transferred or contributed to a Participant's SDB, the Participant must contact SDB Provider to buy mutual funds or securities. Participants may provide investment instructions to SDB Provider by calling a SDB Provider Investor Service Representative, via the SDB Provider Voice Response System or via the Internet by accessing SDB Provider's web-site. Securities eligible for trading in a SDB include only investment companies registered under the Investment Company Act of 1940; securities traded on a national securities exchange or over-the-counter and taxable debt instruments or obligations. SDB Provider will not accept orders for any transactions involving certain securities if so instructed by the Plan Sponsor pursuant to SDB Provider's Restriction Form executed by the Plan Sponsor and Trustee, if applicable.

Plan Sponsor acknowledges that SDB Provider will provide each Participant with any annual reports, proxy, tender offer, prospectus, or any other information it receives in connection with securities held in the Participant's SDB (collectively referred to as "Shareholder Communications"), including information regarding voting, tendering or any other shareholder actions. SDB Provider will cause its Clearing Agent to exercise the default option under the reorganization terms on voluntary actions if the Participant provides no instruction. In no case will either SDB Provider or Great-West and/or its affiliates be under

any duty to determine how, or if, proxies are voted or acted upon or to take any action in connection with any Shareholder Communication.

5. Transfers from SDB Provider

Participants must transfer assets from their SDB via Great-West's web-site, or the client service representative to the Core Investments to the extent that funds are required for a scheduled or requested loan, distribution, periodic payment or rollovers or distributions pursuant to a Qualified Domestic Relations Order (QDRO). Periodic payments scheduled for the ninety (90) day period following a distribution request and scheduled irrevocable payments are not available for other distributions. The minimum required balance for the Core Investments will not be available for any distributions if the Participant has a balance in the SDB. Transfers may be made only in U.S. dollars and only from the SDB Money Market Fund. Participants must contact SDB Provider and liquidate mutual funds, stocks, and/or bonds prior to transferring from SDB Provider to the Core Investments. Before initiating a transfer, Participants must cancel any open "buy" orders for securities to the extent the open "buy" orders exceed the remaining balance available in the SDB option. Participants must then contact Great-West to initiate transfers from the SDB Money Market Fund to the Core Investments. Transfers initiated by the participant from the SDB Money Market Fund at SDB Provider to the Core Investments will be allocated among the Core Investments according to the Participant's instructions, or to the plan default in the absence of instructions from the Participant from time to time.

Assistance will be afforded the Participant in maintaining the minimum required in the Core Investments via a periodic letter notifying them of an insufficient amount of money in the Core Investments. If the Participant fails to comply with the notice to maintain the minimum required in the Core Investments, the Participant's account will be restricted so no additional money can be transferred into the SDB account.

6. Non-Required Future Payments

Any Participant who has established a SDB account and has set up future payments (including periodic payments) will be responsible for transferring the amount of money sufficient to maintain their future payments to the Core Investments.

If a future payment fails because there is not enough money in the Core Investments, the following will occur:

- a. The Participant will receive a letter each month for three (3) consecutive months notifying them that they have not met the required Core Investments minimum for future payments (the stated \$2,500 Core Investment minimum plus 150% of the next three (3) months of scheduled future payments) and request that the Participant transfer from the SDB to Core Investments the amount required to meet the Core Investments minimum.
- b. If the amount in the Core Investments is not sufficient to make a payment, the future payments will be terminated on the recordkeeping system. Notification will be sent to the Plan Sponsor, who may request that the all securities held at SDB Provider will be liquidated;
- c. Transfers of money from SDB Provider to the Core Investments to satisfy future payments can only be made by the Participant;
- d. Future payments will not be backdated to the original effective date.

To restart future payments, the Participant must transfer money to the Core Investments and resubmit any forms necessary to set up future payments.

7. Required Payments under the Plan, the Code or the Payment Option Selected

Any Participant who has established a SDB account and has required payments will be responsible for transferring the amount of money sufficient to maintain their periodic payments to the Core Investments.

If required payments fail because there is not enough money in the Core Investments, the following will occur:

- a. The Participant will be mailed a letter each month for three (3) consecutive months notifying them that they have not met the required Core Investments minimum for required payments (the stated \$2,500 Core Investment minimum plus 150% of the next three (3) months of required payments).
- b. If the amount in the Core Investments is not sufficient to make a payment, the Plan Sponsor will be notified that all securities held at SDB Provider will be liquidated according to the Letter of Instruction from the Plan Sponsor and the total balance will be transferred back to the Core Investments and allocated to the Plan default option, in the absence of instructions from the Participant;
- c. A restriction will be placed on the account, preventing the Participant from moving money to the SDB;
- d. Required payments will be made as of the current date; and
- e. The required payment schedule will be restarted for future required payments.

8. Death Benefit Payments

A beneficiary cannot access the SDB. Upon receipt of a death benefit claim form in good order, SDB Provider will be directed to freeze SDB activity and cancel any open orders. Unless an in-kind rollover to eligible retirement plan is selected, securities held in the SDB Provider account will be liquidated according to the Letter of Instruction from the Plan Sponsor and the proceeds will be transferred to the plan default in the Core Investments for distribution. Trailing dividends will be transferred to the Core Investments for distribution.

9. Closing SDBs

Participants must call SDB Provider to close their account. Once the account is closed, the Participant cannot initiate any further transfers to the SDB account. If a dividend is paid into the account after the Participant has transferred all money to the Core Investments, the Participant must call SDB Provider to liquidate securities and wait for the transaction to settle in the SDB Money Market Fund. Once the securities have settled in the SDB Money Market Fund, the Participant must call Great-West to initiate the transfer from the SDB Provider SDB Money Market Fund to the Core Investments. If a Participant closes their SDB account, they will have to open a new account with a new account number.

10. Name and Address Changes

Name and Address changes must be submitted to Great-West. Participants must also notify the SDB Provider of any address changes.

11. Special Recordkeeping Associated with the Self-Directed Brokerage Option

The parties hereto agree and acknowledge that the recordkeeping in respect of the SDB program will differ from the recordkeeping services described elsewhere in this Agreement.

- a. Rebalancer and dollar cost averaging are not available for any SDB;
- b. Participant statements issued according to this Agreement will show one balance for the SDB account. The SDB balance will be included in the rate of return on the statement for the SDB balances. No transactions within the SDB will be shown on this statement.
- c. The following information will not be shown on the quarterly Plan Summary Report for SDBs:
 - i. Realized and unrealized gains and losses;
 - ii. Cost basis; and
 - iii. Reportable transactions.
- d. In-kind rollovers are allowed from the SDB account, if provided for in the plan document.
- e. Transaction timing information is described in Exhibit C-1 attached.

B. GENERAL INFORMATION

1. The parties hereto agree and acknowledge that SDB Provider is an independent, unaffiliated third party to Great-West and its affiliates and that SDB Provider may review and amend the fees charged at any time without notice.
2. The availability of a mutual fund, stock, or bond under the SDB program does not constitute a determination by Great-West, its affiliates or their employees, officers, directors, agents or affiliates (collectively Great-West) of the merits, prudence, or advisability of the SDB program, nor does Great-West or its affiliates provide investment advice or recommend or evaluate the merits or suitability of any investment available through the SDB program. Neither Great-West nor its affiliates act as a fiduciary with respect to the selection and retention of the SDB program or any Participant SDBs held thereunder.
3. Plan Sponsor understands that neither Great-West nor its affiliates have any discretionary authority and cannot exercise discretionary control on behalf of the Plan or SDB Provider and are not an agent of SDB Provider. However, except those duties expressly performed by Plan Sponsor or SDB Provider pursuant to this Recordkeeping and Administrative Responsibilities Agreement, all ministerial administrative functions related to the SDB arrangement are to be performed by Great-West according to this Agreement. Plan Sponsor agrees that SDB Provider may act pursuant to instructions provided according to the terms of this Agreement and pursuant to Participant directions.
4. Plan Sponsor hereby authorizes that the services in this Agreement to be performed in the following limited and nondiscretionary capacity: to forward cash to SDB Provider on behalf of the Plan and Plan Participants; to direct SDB Provider to liquidate any SDB assets and transfer such assets to the recordkeeping system in order to pay fees, expenses and benefits in respect to payment options required under the Plan and close Participant SDB accounts according to Letter of Instruction Regarding Self Directed Brokerage Account and/or Participant instructions. The limited authority granted above includes the authority to transmit instructions to SDB Provider to transfer assets from SDBs to another Plan investment provider; to transfer assets to or from a SDB in accordance with this Agreement; and to take any other ministerial actions incidental to the administration of the foregoing.

5. In addition to the recordkeeping and communication fee described in the Agreement, an annualized fee of \$50.00 per year per Plan shall be collected from the account of each Participant utilizing the SDB, deducted from each participant's Core Investments account balance on a pro rata basis in an amount of \$12.50 per quarter (as defined below) per Plan. A quarter shall be defined as the period from the 21st day of the third month of the preceding calendar quarter to the 20th day of the third month of the current calendar quarter. This fee will not be assessed in respect of any quarter that the Participant maintains a zero (\$0) balance in the SDB for the entire quarter. Participants electing to invest in the SDB will also be assessed separately by SDB Provider its fees, the management and other fees specific to each investment option selected. The commissions and/or fees charged by SDB Provider are set forth on SDB Provider's Web site and will be charged to the Participant's SDB as they apply to the SDB arrangement. These commissions and/or fees are subject to change at any time without notice. Great-West and/or one or more of its affiliates may receive revenues from SDB Provider which reimburses for administrative and systems interface.

C. LIABILITY

Plan Sponsor acknowledges that neither SDB Provider nor Great-West and its affiliates acts as a fiduciary with respect to the Participant's selection or retention of SDB assets or investments. Neither SDB Provider nor Great-West and its affiliates has any duty to monitor purchases, sales, or exchanges of securities in the Participant SDBs and other transactions in the SDB, or to determine whether the amount contributed or transferred to SDB Provider from the recordkeeping system for any Participant Account is proper or correct.

D. TERMINATION

The SDB arrangement may be terminated by Plan Sponsor or Great-West at any time upon written notice to the other parties. Such termination will be effective sixty (60) days after the date of mailing such notice. Upon termination, the Plan Sponsor agrees to provide direction with respect to the disbursement of any monies or securities invested in the SDB arrangement.

Exhibit C-1

Transaction Timing

A. Transfers and Contributions to SDB Provider:

Participant initiated transfer and contribution requests from the Core Investments to the SDB account that are received on a Business Day before 2:00 p.m. Mountain Time will be processed and sent to SDB Provider the second Business Day, if all of the Core Investment option providers associated with the transfer and contribution request meet the "late day" trading requirements. "Late day" trading means that the investment option provider agrees to accept transactions at that Business Day's price that are initiated prior to 2:00 p.m. Mountain Time but are received by the investment option provider after 2:00 p.m. Mountain Time. If received on a Business Day after 2:00 p.m. Mountain Time, transfers and contributions will be processed and sent to SDB Provider the third Business Day.

B. Transfers from SDB Provider:

Participant initiated transfer requests from the Money Fund at SDB Provider to the Core Investments that are received by SDB Provider on a Business Day before 2:00 p.m. Mountain Time will be received two (2) Business Days after requested from SDB accounts. If a Participant requests the full amount of the SDB balance, investments that are processed by SDB Provider on a Business Day before 2:00 p.m. Mountain Time will be received four (4) Business Days after requested from SDB accounts. Once received, the amount transferred will be deposited to the applicable investment options according to the transfer timing schedule described in this Agreement.

C. Loans, Lump-Sum Withdrawals, Non-Required Periodic Payments, and Required Payments under the Plan, the Code or the Payment Option Selected:

The Participant must sell sufficient securities to raise the required amount of cash in the SDB Money Market Fund and then transfer the cash from the SDB Money Market Fund to the Core Investments. Once the transfer is received in the Core Investments, the loan or first payment will be available the later of five (5) Business Days after the Business Day the SDB monies (and complete and accurate information necessary to process the request) or the date of the scheduled payment.

D. Death Benefit Payments:

1. SDB Investment in Mutual Funds and Bonds:

Once complete and accurate information necessary to process the death benefit request is received, SDB Provider will be notified to liquidate all securities in the SDB and transfer them to the Core Investments on the recordkeeping system. The death benefit request will be processed no later than the eleventh Business Day and the check will be processed and mailed no later than the twelfth Business Day.

2. **SDB Investment in Stock With or Without Mutual Funds and/or Bonds:**

Death benefit requests that include stock investments in the SDB will be completed no later than two (2) Business Days after the schedule described above in subparagraph 1 given that stock investments require two (2) additional Business Days to settle.

E. **Closing the SDB:**

In event the SDB account is closed and if a dividend is paid into the SDB account after all of the SDB money has been transferred, the Participant (or beneficiary) must follow the procedures described in Section A. 9. Once the dividend has been paid into the Core Investments on the recordkeeping system at the home office, the check will be available according to the schedule described in paragraph C. above.

Exhibit D

457(b) Plan Sponsor's approved model form of Qualified Domestic Relations Order ("QDRO")

This is a Model Qualified Domestic Relations Order ("Model QDRO") that has been preapproved by Great-West for use by the Plan for outsourced Qualified Domestic Relations Order ("QDRO") services. Although this Model QDRO conforms with Federal QDRO requirements, it may need to be revised for state and/or local law and/or the specific requirements of the Plan itself. Further, the format of the Qualified Domestic Relations Order may vary depending upon the rules of the court in which the Participant obtains the Domestic Relations Order. For these reasons, this Model QDRO should be used only by the Plan after consultation with the Plan's counsel. Any revisions to the Model QDRO must be submitted to Great-West for approval for use with our outsourced QDRO services. Nothing contained in this Model QDRO shall be construed as tax or legal advice.

It is recommended that a proposed version of this order be submitted to Great-West with the body of the order filled in prior to entry of this order for purposes of your obtaining Great-West's preapproval of the proposed order.

Proposed and entered orders should be remitted to the Plan Recordkeeper as follows:

Great-West Retirement Services®
P.O. Box 173764
Denver, CO 80217-3764
Fax # (866) 745-5766

.....COURT, CITY OF, COUNTY OF

STATE OF

IN RE THE MARRIAGE OF:

.....

No.

Petitioner,)
and)
Respondent

QUALIFIED DOMESTIC RELATIONS ORDER

AND NOW, this _____ day of _____, 20____, based on the findings set forth below,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. **Parties:** The parties hereto were husband and wife, and a divorce action is in this Court at the above number. This Court has personal jurisdiction over the parties. The parties were married on _____ and divorced on _____.
2. **Participant Information:** The name, last known address, social security number and date of birth of the plan "Participant" are:

3. **Alternate Payee Information:** The name, last known address, and social security number of the "Alternate Payee" are:

The Alternate Payee is the Participant's former spouse. The Alternate Payee shall have the duty to notify the Plan Administrator and/or Recordkeeper of any changes in mailing address subsequent to the entry of this Order.

4. **Plan Name.** The name of the Plan to which this Order applies is the **County of Tulare 457(b) Deferred Compensation Plan**, (hereafter referred to as "Plan").

Any changes in the Plan Administrator, Plan Sponsor, or name of the Plan shall not affect Alternate Payee's rights as stipulated under this Order.

5. **Effect of this Order as a Qualified Domestic Relations Order:** This Order creates and recognizes the existence of an Alternate Payee's right to receive a portion of the Participant's benefits payable under an employer-sponsored defined contribution plan that is qualified under Section 457 of the Internal Revenue Code (the "Code"). It is intended to constitute a Qualified Domestic Relations Order ("QDRO") under Section 414(p) of the Code.
6. **Pursuant to State Domestic Relations Law:** This Order is entered pursuant to the authority granted in the applicable domestic relations laws of **State of California**.
7. **Provisions of Marital Property Rights:** This Order relates to the provision of marital property rights as a result of the Order of Divorce between the Participant and the Alternate Payee.
8. **Amount of Alternate Payee's Benefit:** This Order assigns to the Alternate Payee an amount equal to [choose either option 8A1 or 8A2 below]:

8A1 \$_____ of the Participant's Total Account Balance under the Plan as of the date this Order is processed.

OR

8A2 \$_____(dollars and cents) or ____% (percent)] of the Participant's Total Account Balance accumulated under the Plan as of _____ (or the closest valuation date thereto). The Alternate Payee's benefit herein awarded shall be credited with any investment income (or losses) attributable thereon from the aforesaid valuation date (or the closest valuation date thereto), until the date of transfer of the Alternate Payee's share to the Alternate Payee.

(Note to drafting attorney: The Plan's current recordkeeper is not able to determine the value of the Participant's account balance and any investment earnings and/or losses prior to _____. The parties will need to arrive at a dollar figure or percentage of benefits payable to the Alternate Payee as of a date that is no earlier than _____. The Plan's current recordkeeper can determine the account value and calculate any earnings and/or losses from _____ through the date assets are transferred or distributed to the Alternate Payee. Keep in mind that if you must adjust the valuation date forward and a percentage is awarded to the Alternate Payee in this section, you should consider whether to adjust the Alternate Payee's awarded percentage to account for any additional contributions (and any gains/losses accruing thereon) made by or for the Participant to the account after the originally intended valuation date.)

Such Total Account Balance shall be determined after the account is reduced by the outstanding balance of the Participant's account reduction loan(s), if any, as of the valuation date specified above, such that the Account Balance shall not include the outstanding balance of any account reduction loan(s) as of the valuation date. The obligation to repay any Participant Plan loan(s) from and after the date of this Order remains solely with the Participant.

Such Total Account Balance shall include all amounts maintained under all of the various accounts and/or sub-accounts established on behalf of the Participant, including rollover and transfer contributions. The Alternate Payee's portion of the benefits described above shall be allocated on a prorata basis first from all of the core accounts and/or core investment options maintained under the Plan on behalf of the Participant other than life insurance, if any, and next the Plan shall redeem amounts from a life insurance contract, if any, issued for the Participant under the Plan only to the extent necessary to obtain the amount that this order awards to the Alternate Payee.

Unless the Alternate Payee elects an immediate lump sum distribution by the Plan at the time this Order is submitted to, and approved by, the Plan, such benefits shall also be segregated and separately maintained in a nonforfeitable Account(s) established on behalf of the Alternate Payee. This Account(s) will initially be established proportionately in the same core investment options as the Participant account. Alternate Payee may make subsequent investment selections as and when permitted under the terms of the Plan. Alternate Payee's account shall experience gains and or losses according to the investment experience of the investment options in which Alternate Payee's share is invested.

9. **Commencement Date and Form of Payment to Alternate Payee:** If the Alternate Payee so elects on an appropriate form, the benefits shall be paid to the Alternate Payee as soon as administratively feasible following the date this Order is approved as a QDRO by the Plan. Benefits will be payable to the Alternate Payee in any form or permissible option otherwise available to participants under the terms of the Plan, except a joint and survivor annuity. The Alternate Payee will be responsible for paying any applicable withdrawal charges imposed under any investment account(s) with respect to his or her share under the plan.
10. **Alternate Payee's Rights and Privileges:** On and after the date that this Order is deemed to be a QDRO, but before the Alternate Payee receives a total distribution under the Plan, the Alternate Payee shall be entitled to all of the rights and election privileges that are afforded to Plan beneficiaries, including, but not limited to, the rules regarding the right to designate a beneficiary for death benefit purposes and the right to direct Plan investments, only to the extent permitted under the provisions of the Plan.
11. **Death of Alternate Payee:** In the event of the Alternate Payee's death prior to receiving the full amount of benefits assigned under this Order and under the benefit option chosen by the Alternate Payee, such Alternate Payee's beneficiary(ies), as designated on the appropriate form provided to the Plan or, in the absence of a beneficiary designation, the remainder of any unpaid benefits under the terms of this Order shall be paid in accordance with the terms of the Plan.
12. **Death of Participant:** Should the Participant predecease the Alternate Payee, such Participant's death shall in no way affect the Alternate Payee's right to the portion of the benefits as stipulated herein.
13. **Savings Clause:** This Order is not intended, and shall not be construed in such a manner as to require the Plan:
 - a. to provide any type or form of benefits or any option not otherwise provided under the Plan;
 - b. to provide increased benefits to the Alternate Payee;
 - c. to pay any benefits to the Alternate Payee which are required to be paid to another alternate payee under another order previously determined to be a QDRO; or

- d. to make any payment or take any action which is inconsistent with any federal or state law, rule, regulation or applicable judicial decision.
14. **Certification of Necessary Information:** All payments made pursuant to this Order shall be conditioned on the certification by the Alternate Payee and the Participant to the Plan of such information as the Plan may reasonably require from such parties.
15. **Continued Qualified Status of Order:** It is the intention of the parties that this QDRO continue to qualify as a QDRO, as it may be amended from time to time, and that the Plan shall reserve the right to reconfirm the qualified status of the Order at the time benefits become payable hereunder.
16. **Tax Treatment of Distributions Made Under This Order:** For purposes Sections 402(a)(1) and 72 of the Code, or any successor Code section, any Alternate Payee who is the spouse or former spouse of the Participant shall be treated as the distributee of any distribution or payments made to the Alternate Payee under the terms of this Order, and as such, will be required to pay the appropriate federal income taxes on such distribution.
17. **Parties Responsibilities in Event of Error:** In the event that the Plan inadvertently pays the Participant any benefits that are assigned to the Alternate Payee pursuant to the terms of this Order, the Participant shall immediately reimburse the Alternate Payee to the extent that the Participant has received such benefit payments by paying such amounts directly to the Alternate Payee within ten (10) days of receipt.
- In the event that the Plan inadvertently pays the Alternate Payee any benefits that are to remain the sole property of the Participant pursuant to the terms of this Order, if the Participant has experienced a distributable event under the terms of the Plan, the Alternate Payee shall immediately reimburse the Participant to the extent that the Alternate Payee has received such benefit payments by paying such amounts directly to the Participant within ten (10) days of receipt. If the Participant has not experienced a distributable event under the terms of the Plan, the Alternate Payee shall immediately return such overpayment to the Plan within ten (10) days of receipt.
18. **Effect of Plan Termination:** In the event of a Plan termination, the Alternate Payee shall be entitled to receive his or her portion of the Participant's benefits as stipulated herein in accordance with the Plan's termination provisions for participants and beneficiaries.
19. **Continued Jurisdiction:** The Court retains jurisdiction over this matter to amend this Order to establish or maintain its status as a qualified domestic relations order, as amended and the original intent of the parties as stipulated herein. The Court shall also retain jurisdiction to enter such further orders as are necessary to enforce the assignment of benefits to the Alternate Payee as set forth herein.
20. **Fee:** A processing fee of \$250.00 shall be charged one-half (\$125.00) against the Alternate Payee's share/account and one-half (\$125.00) against the Participant's remaining account. In the event that the Alternate Payee is awarded 100% of the Participant's account balance as of the date this Order is processed pursuant to this Order, the entire processing fee shall be charged to the Alternate Payee's account/share. If there are not sufficient funds in either party's account to pay that party's respective share of the fee, the difference shall be charged to the other party.

BY THE COURT:

.....
JUDGE

.....
Petitioner

.....
Respondent

3. **Alternate Payee Information:** The name, last known address, and social security number of the "Alternate Payee" are:

The Alternate Payee is the Participant's former spouse. The Alternate Payee shall have the duty to notify the Plan Administrator and/or Recordkeeper of any changes in mailing address subsequent to the entry of this Order.

4. **Plan Name.** The name of the Plan to which this Order applies is the *County of Tulare 401(a) Profit Sharing Plan*, (hereafter referred to as "Plan").

Any changes in the Plan Administrator, Plan Sponsor, or name of the Plan shall not affect Alternate Payee's rights as stipulated under this Order.

5. **Effect of this Order as a Qualified Domestic Relations Order:** This Order creates and recognizes the existence of an Alternate Payee's right to receive a portion of the Participant's benefits payable under an employer-sponsored defined contribution plan that is qualified under Section 401 of the Internal Revenue Code (the "Code"). It is intended to constitute a Qualified Domestic Relations Order ("QDRO") under Section 414(p) of the.

6. **Pursuant to State Domestic Relations Law:** This Order is entered pursuant to the authority granted in the applicable domestic relations laws of *State of California*.

7. **Provisions of Marital Property Rights:** This Order relates to the provision of marital property rights as a result of the Order of Divorce between the Participant and the Alternate Payee.

8. **Amount of Alternate Payee's Benefit:** This Order assigns to the Alternate Payee an amount equal to [choose either option 8A1 or 8A2 below]:

8A1 \$_____ of the Participant's Total Vested Account Balance under the Plan as of the date this Order is processed.

OR

8A2 \$_____(dollars and cents) or ____% (percent)] of the Participant's Total Vested Account Balance accumulated under the Plan as of _____ (or the closest valuation date thereto). The Alternate Payee's benefit herein awarded shall be credited with any investment income (or losses) attributable thereon from the aforesaid valuation date (or the closest valuation date thereto), until the date of transfer of the Alternate Payee's share to the Alternate Payee.

(Note to drafting attorney: The Plan's current recordkeeper is not able to determine the value of the Participant's account balance and any investment earnings and/or losses prior to _____. The parties will need to arrive at a dollar figure or percentage of benefits payable to the Alternate Payee as of a date that is no earlier than _____. The Plan's current recordkeeper can determine the account value and calculate any earnings and/or losses from _____ through the date assets are transferred or distributed to the Alternate Payee. Keep in mind that if you must adjust the valuation date forward and a percentage is awarded to the Alternate Payee in this section, you should consider whether to adjust the Alternate Payee's awarded percentage to account for any additional contributions (and any gains/losses accruing thereon) made by or for the Participant to the account after the originally intended valuation date.)

Such Total Account Balance shall be determined after the account is reduced by the outstanding balance of the Participant's account reduction loan(s), if any, as of the valuation date specified above, such that the Account Balance shall not include the outstanding balance of any account

reduction loan(s) as of the valuation date. The obligation to repay any Participant Plan loan(s) from and after the date of this Order remains solely with the Participant.

Such Total Vested Account Balance shall include all amounts maintained under all of the various accounts and/or sub-accounts established on behalf of the Participant, including rollover and transfer contributions. The Alternate Payee's portion of the benefits described above shall be allocated on a prorata basis first from all of the core accounts and/or core investment options maintained under the Plan on behalf of the Participant other than life insurance, if any, and next the Plan shall redeem amounts from a life insurance contract, if any, issued for the Participant under the Plan only to the extent necessary to obtain the amount that this order awards to the Alternate Payee.

Unless the Alternate Payee elects an immediate lump sum distribution by the Plan at the time this Order is submitted to, and approved by, the Plan, such benefits shall also be segregated and separately maintained in a nonforfeitable Account(s) established on behalf of the Alternate Payee. This Account(s) will initially be established proportionately in the same core investment options as the Participant account. Alternate Payee may make subsequent investment selections as and when permitted under the terms of the Plan. Alternate Payee's account shall experience gains and or losses according to the investment experience of the investment options in which Alternate Payee's share is invested.

9. **Commencement Date and Form of Payment to Alternate Payee:** If the Alternate Payee so elects on an appropriate form, the benefits shall be paid to the Alternate Payee as soon as administratively feasible following the date this Order is approved as a QDRO by the Plan. Benefits will be payable to the Alternate Payee in any form or permissible option otherwise available to participants under the terms of the Plan, except a joint and survivor annuity. The Alternate Payee will be responsible for paying any applicable withdrawal charges imposed under any investment account(s) with respect to his or her share under the plan.
10. **Alternate Payee's Rights and Privileges:** On and after the date that this Order is deemed to be a QDRO, but before the Alternate Payee receives a total distribution under the Plan, the Alternate Payee shall be entitled to all of the rights and election privileges that are afforded to Plan beneficiaries, including, but not limited to, the rules regarding the right to designate a beneficiary for death benefit purposes and the right to direct Plan investments, only to the extent permitted under the provisions of the Plan.
11. **Death of Alternate Payee:** In the event of the Alternate Payee's death prior to receiving the full amount of benefits assigned under this Order and under the benefit option chosen by the Alternate Payee, such Alternate Payee's beneficiary(ies), as designated on the appropriate form provided to the Plan or, in the absence of a beneficiary designation, the remainder of any unpaid benefits under the terms of this Order shall be paid in accordance with the terms of the Plan.
12. **Death of Participant:** Should the Participant predecease the Alternate Payee, such Participant's death shall in no way affect the Alternate Payee's right to the portion of the benefits as stipulated herein.
13. **Savings Clause:** This Order is not intended, and shall not be construed in such a manner as to require the Plan:
 - e. to provide any type or form of benefits or any option not otherwise provided under the Plan;
 - f. to provide increased benefits to the Alternate Payee;
 - g. to pay any benefits to the Alternate Payee which are required to be paid to another alternate payee under another order previously determined to be a QDRO; or

h. to make any payment or take any action which is inconsistent with any federal or state law, rule, regulation or applicable judicial decision.

14. **Certification of Necessary Information:** All payments made pursuant to this Order shall be conditioned on the certification by the Alternate Payee and the Participant to the Plan of such information as the Plan may reasonably require from such parties.
15. **Continued Qualified Status of Order:** It is the intention of the parties that this QDRO continue to qualify as a QDRO, as it may be amended from time to time.
16. **Tax Treatment of Distributions Made Under This Order:** For purposes Sections 402(a)(1) and 72 of the Code, or any successor Code section, any Alternate Payee who is the spouse or former spouse of the Participant shall be treated as the distributee of any distribution or payments made to the Alternate Payee under the terms of this Order, and as such, will be required to pay the appropriate federal income taxes on such distribution.
17. **Parties Responsibilities in Event of Error:** In the event that the Plan inadvertently pays the Participant any benefits that are assigned to the Alternate Payee pursuant to the terms of this Order, the Participant shall immediately reimburse the Alternate Payee to the extent that the Participant has received such benefit payments by paying such amounts directly to the Alternate Payee within ten (10) days of receipt.

In the event that the Plan inadvertently pays the Alternate Payee any benefits that are to remain the sole property of the Participant pursuant to the terms of this Order, if the Participant has experienced a distributable event under the terms of the Plan, the Alternate Payee shall immediately reimburse the Participant to the extent that the Alternate Payee has received such benefit payments by paying such amounts directly to the Participant within ten (10) days of receipt. If the Participant has not experienced a distributable event under the terms of the Plan, the Alternate Payee shall immediately return such overpayment to the Plan within ten (10) days of receipt.

18. **Effect of Plan Termination:** In the event of a Plan termination, the Alternate Payee shall be entitled to receive his or her portion of the Participant's benefits as stipulated herein in accordance with the Plan's termination provisions for participants and beneficiaries.
19. **Continued Jurisdiction:** The Court retains jurisdiction over this matter to amend this Order to establish or maintain its status as a qualified domestic relations order, as amended and the original intent of the parties as stipulated herein. The Court shall also retain jurisdiction to enter such further orders as are necessary to enforce the assignment of benefits to the Alternate Payee as set forth herein.
20. **Fee:** A processing fee of \$250.00 shall be charged one-half (\$125.00) against the Alternate Payee's share/account and one-half (\$125.00) against the Participant's remaining account. In the event that the Alternate Payee is awarded 100% of the Participant's account balance as of the date this Order is processed pursuant to this Order, the entire processing fee shall be charged to the Alternate Payee's account/share. If there are not sufficient funds in either party's account to pay that party's respective share of the fee, the difference shall be charged to the other party.

BY THE COURT:

.....
JUDGE

.....
Petitioner

.....
Respondent

Exhibit E

Procedures for Complying with Fund Company Market Timing and Excessive Trading Policies

The prospectuses, policies and/or procedures of certain fund companies require retirement plan providers offering their fund(s) to agree to restrict market timing and/or excessive trading ("prohibited trading") in their funds. The following procedures describe how we, as your recordkeeper, will comply with fund company instructions designed to prevent or minimize prohibited trading.

Various fund companies instruct intermediaries to perform standardized trade monitoring while others perform their own periodic monitoring and request trading reports when they suspect that an individual is engaging in prohibited trading. If an individual's trading activity is determined to constitute prohibited trading, as defined by the applicable fund company, the individual will be notified that a trading restriction will be implemented if prohibited trading does not cease. (Some funds may require that trading restrictions be implemented immediately without warning, in which case notice of the restriction will be provided to the individual and plan, if applicable). If the individual continues to engage in prohibited trading, the individual will be restricted from making transfers into the identified fund(s) for a specified time period, as determined by the applicable fund company. Individuals are always permitted to make transfers out of the identified fund(s) to other available investment options. When the fund company's restriction period has been met, the individual will automatically be allowed to resume transfers into the identified fund(s).

Additionally, if prohibited trading persists, the fund company may reject all trades initiated by the plan, including trades of individuals who have not engaged in prohibited trading.

Note: certain plan sponsors have or may elect to implement plan level restrictions to prevent or minimize individual prohibited trading. To the extent that such procedures are effective, we may not receive requests for information from the fund companies or requests to implement the restrictions described above.

10/16/07

Exhibit F

Business Continuity Plans Notice

GWFS Equities, Inc., (GWFS) a wholly owned subsidiary of Great-West Life & Annuity Insurance Company and an affiliate of First Great-West Life & Annuity Insurance Company*, maintains a comprehensive business continuity plan designed to respond reasonably and effectively to events that lead to significant business disruption, such as natural disasters, power outages, or other events of varying scope. This plan defines critical functions and systems, alternate work locations, vital books and records, and staff resources, and provides for the continuation of business operations with minimal impact, depending on the severity and scope of the disruption. The plan is reviewed and tested no less than once annually to ensure that the information in the plan is kept current and that documented recovery and continuity strategies adequately support its business operations. Of utmost importance to the plan is the ability for customers to maintain access to securities accounts and assets in those accounts.

In the event that one of the Call Centers or back office operation facilities becomes unavailable for any reason, calls would be re-routed to one of the firm's alternative call center or operations facilities.

In the event of a significant business disruption to the primary office and/or data center, access to customer accounts will be provided via the Company's Web site and voice response system, operated from an alternative data center. Customer Service will continue to be provided by re-routing telephone calls to a Call Center located in one or more alternative sites located outside of the region.

While no contingency plan can eliminate the risk of business interruption, or prevent temporary delays with account access, the firm's continuity plan is intended to mitigate all reasonable risk and resume critical business operations within 24 hours or the next business day, whichever is later.

* Record keeping and administrative services are provided by Great-West Life & Annuity Insurance Company, or one of its affiliates. Securities offered in your account may be offered through another broker/dealer firm other than GWFS Equities, Inc. Please contact your investment provider for more information if needed.

This disclosure is subject to modification at any time. The most current version of this disclosure can be found on the Web site or can be obtained by requesting a written copy by mail.

Exhibit G

Privacy Notice Exhibit

The Great-West Family of Companies

Great-West Life & Annuity Insurance Company
The Great-West Life Assurance Company (US operations)
First Great-West Life & Annuity Insurance Company
Advised Assets Group, LLC
GWFS Equities, Inc. ‡
The Canada Life Assurance Company (US operations)
Emjay Corporation
Emjay Retirement Plan Services, Inc.
FASCore, LLC
Great-West Life & Annuity Insurance Company of South Carolina
GW Capital Management, LLC
Maxim Series Fund, Inc.
National Plan Coordinators of Delaware, Inc. ‡
Great-West Healthcare of Georgia, Inc. *
Orchard Trust Company, LLC
Westkin Properties Ltd.

‡ www.gwrs.com

* www.greatwesthealthcare.com

Revised 10/2009 (standard + CA)

The Great-West Family of Companies protects your privacy. We have strict policies to keep your nonpublic personal information private. We may share it with affiliates and third parties that we do business with, and in other ways permitted by law.

Information We Collect. We collect and store information. It comes from forms that you complete, from business you have conducted with us and other parties we do business with and from consumer and insurance reporting companies.

Security of Your Information. We have physical, administrative, and technical safeguards in place to protect your privacy.

Access to Information. The only employees who have access to your records are those who need it for business reasons.

Our Information Sharing Practices. We limit the information we share and the parties we share it with. We share your information to help you do business with us. What we share depends on the types of products or services you request. For example, we may share information:

- ☐ from business forms that you complete (such as your name, address, SSN, plan or ID number, assets and income from your application)
- ☐ about your business with us, or others (such as your policy or contract coverage and benefits and payment history)
- ☐ about your relationship with us (such as the products or services you purchased)
- ☐ from your employer, benefit plan sponsor, or group product (such as your name, address, SSN, plan or ID number and age)
- ☐ from consumer and insurance reporting organizations (such as your credit, financial or health history; please note, these organizations may retain information provided to us and disclose it to others)
- ☐ from other third parties (such as health and demographic information)
- ☐ from visitors to our Web sites (such as information you provide online by completing forms, site visit data and "cookies")

Sharing of Health Information. We won't share your health information, unless such sharing is permitted or required by law. For a description of how we share your health information, please contact our Privacy Officer at the address noted below.

Sharing Information with Other Parties. You may permit us to share your information with other parties. Your information may be shared without your consent with our affiliates and other third parties if permitted by law. We do not share your information for any purpose that requires an opt-in or opt-out.

Our affiliates are listed and include, but are not limited to, our broker-dealers and our trust company. Your information may be shared to serve you better or to make it easier for you to do business with us.

We may also share your information with vendors and financial institutions. Vendors perform services for us such as processing transactions. Financial institutions such as banks have marketing agreements with us. We have agreements with these parties requiring them to protect the privacy of your information. They are not allowed to use the information other than as specified or permitted by law.

Other disclosures that may be made without your consent, include:

- ☐ To detect or prevent fraud & other criminal activity;
- ☐ To a medical professional for eligibility or audit purposes;
- ☐ In response to a question from a government agency;
- ☐ For purposes otherwise permitted or required by law;
- ☐ In response to a subpoena or court order;
- ☐ To a group policy holder to report claims experience or for an audit;
- ☐ In connection with a sale or merger of all or part of our business;
- ☐ To a government agency to determine your eligibility for benefits they may have to pay for;
- ☐ To a peer review committee to evaluate a medical professional;
- ☐ To a certificate holder or policyholder to provide information about the status of a transaction.

Our Treatment of Information about Former Customers. If our relationship ends, we will not share your information with third parties except as the law requires or permits.

Access to Information. You may access your information by submitting a written request that describes the information. We will respond within 30 business days or as required by state law. Our response will explain the nature and substance of the information on record. We will identify, if recorded, the parties we shared your information with over the last 2 years.

Right to Correct, Amend or Delete Information. You may submit a written request to us to correct, amend or delete any information in our records. We will respond to your request within 30 business days or as required by state law.

If we agree to your request, we will notify you in writing. We will provide the corrected information to any person you identify that has received the information in the last 2 years and to any insurance reporting organization we may have provided the information to over the last 7 years. If we refuse your request, we will explain why and you will have the right to file a statement of disagreement.

We reserve the right to revise this policy as needed. If changes are made, we'll send you a revised notice and post the new policy on the www.greatwest.com web site.

Privacy Officer
Great-West Life & Annuity Insurance Company
8525 East Orchard Road
Greenwood Village, CO 80111

Important Note: Service Agreements and all other contractual documents must be duly executed by both parties prior to the contract effective date. Backdating contracts or funding agreements is in violation of our corporate governance and regulatory requirements. Plan assets cannot be accepted prior to the date all documents are fully executed, even if that requires the effective date to be postponed. There are no exceptions to the rule that the effective date must follow the date all documents are executed.